

**CITY COUNCIL MEETING  
McMinnville, Oregon**

**AGENDA**

**McMINNVILLE CIVIC HALL  
200 NE SECOND STREET**

**January 12, 2016  
6:00 p.m. – Informal Dinner Meeting  
7:00 p.m. – Regular Council Meeting**

Welcome! All persons addressing the Council will please use the table at the front of the Board Room. All testimony is electronically recorded. Public participation is encouraged. If you desire to speak on any agenda item, please raise your hand to be recognized after the Mayor calls the item. If you wish to address Council on any item not on the agenda, you may respond as the Mayor calls for "Invitation to Citizens for Public Comment."

***NOTE: The Dinner Meeting will be held at the McMinnville Civic Hall and will begin at 6:00 p.m.***

CITY MANAGER'S SUMMARY MEMO

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVITATION TO CITIZENS FOR PUBLIC COMMENT – *The Mayor will announce that any interested audience members are invited to provide comments. Anyone may speak on any topic other than:*

- 1) a topic already on the agenda;*
- 2) a matter in litigation,*
- 3) a quasi judicial land use matter; or,*
- 4) a matter scheduled for public hearing at some future date.*

*The Mayor may limit the duration of these comments.*

CONSIDER MINUTES OF THE OCTOBER 27, 2015 DINNER AND REGULAR MEETINGS

- a. Consider Minutes of October 27, 2015
1. NEW BUSINESS
  - a. Presentation: Your Community Mediators of Yamhill County
  - b. Presentation of Proposed Agreement between the City of McMinnville and the Amity Fire District regarding Ambulance / Fire Support
  - c. Reappointment of Members to Various Boards and Commissions
  - d. Approval of a Chamber of Commerce Sublease

2. ORDINANCES

- a. **Ordinance No. 5001:** An Ordinance amending an existing Planned Development Ordinance to permit certain exceptions to the City's street standards, and lot depth to width ratio.
- b. **Ordinance No. 5002:** Approving a telecommunications franchise agreement for LightSpeed

3. RESOLUTIONS

- a. **Resolution No. 2016 - 1:** A resolution amending the contract with Century West Engineering, Inc. for the Runway 4-22 Rehabilitation Project at the McMinnville Municipal Airport, Project No. 2014-1.
- b. **Resolution No. 2016 - 2:** Consenting to the Transfer of the Fixed Base Operator Lease providing the exclusive use of the East Hangar, Office building, and the West Hangar (including facilities for dispensing fuel) located on the grounds of McMinnville Municipal Airport

4. ADVICE / INFORMATION ITEMS

- a. Reports from Councilors on Committee and Board Assignments
- b. Department Head Reports
- c. City of McMinnville Building Division Report for the Period Ending November 30, 2015
- d. City of McMinnville Building Division Reports for the Period Ending December 31, 2015
- e. Cash and Investment Report - November 2015

5. ADJOURNMENT



**City Council- Regular**

**TO:** Mayor and City Council  
**FROM:** Rose Lorenzen, Administrative Assistant / HR Analyst  
**DATE:** 01/12/2016  
**SUBJECT:** CITY MANAGER'S SUMMARY MEMO

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**SUMMARY:**

**M E M O R A N D U M**

**DATE:** January 6<sup>th</sup>, 2016  
**TO:** Mayor and City Council  
**FROM:** Martha Meeker, City Manager  
**SUBJECT:** Agenda for the Regular Council Session for January 12<sup>th</sup>, 2016

**PRESENTATION: Community Mediators Executive Director Marlena Bertram**

In May 2015, the City of McMinnville approved an annual \$21,000 grant to Community Mediators for three consecutive years starting with the FY 2015/16 budget. This presentation will provide the Council a look at the services provided to date in 2015 to the Citizens of McMinnville as a result of the provided funds.

**PRESENTATION: Proposed MOU with Amity on Ambulance / Fire Support**

The City of McMinnville is the Franchise holder for ASA2, County Ambulance Service Area Plan and has been working with other Cities in the County to identify opportunities for improvement. As a result, the Fire Department is proposing an Memorandum of Understanding with the Amity Fire District to provide a Part Time Ambulance stationed in Amity, staffed Monday through Friday from 0800 to 1700. Under the MOU, the City of McMinnville will provide Part Time Plus personnel and Amity will provide the facility.

Personnel will be dual-rolled so they can be utilized as EMS personnel and Firefighters in both Amity and the City of McMinnville. This allows for better response to South Yamhill County while allowing McMinnville to respond to additional calls, that in the past, would have been covered by mutual aid partners. The Part-Time personnel will also allow additional shift coverage for vacations and holidays of Full Time employees.

Funding to cover the additional part-time employees is budget neutral and comes from a combination of recaptured revenue from the reduction in mutual aid and remaining funds from the earlier

elimination of the assistant Fire Chief position.

This is an informational brief only. If the governing bodies of both Amity and McMinnville wish to pursue this initiative, the staff will prepare a resolution for the next Council session on Jan 26<sup>th</sup>.

**COMMITTEES: Reappointing Members to the following committees or commissions:**

- Airport Commission:Reappointing Jody Christensen.

The Airport Commission was restructured in 2011 to increase member size and authority. As a result, today the Commission consists of seven Commissioners: six public members and one liaison member. A minimum of four Commissioners will be citizens of McMinnville while a maximum of two Commissioners may be non-residents but must be residents of Yamhill County. The Mayor will appoint a Council member to fill the liaison role.

The six public Commissioners' terms shall be four years and no Commissioner may serve more than three full terms.

Current members:

<u>NAME</u>	<u>START</u>	<u>END</u>
Andy Benedict (Initial 3 year term, reappointed in 2014)	2011	1 Jan 2018
Brad Berry (Initial two year term, reappointed in 2014)	2012	1 Jan 2018
<b>Jody Christensen</b> <b>(Added position in 2011, given initial five year term)</b>	<b>2011</b>	<b>1 Jan 2016</b>
Doug Hurl (Initial two year appointment, reappointed in 2013)	2011	1 Jan 2017
John Lautenbach (Initial one year appointment, reappointed in 2013)	2012	1 Jan 2017
Robert Peacock (Initial three year appointment) Councilor Alan Ruden (liaison)	2014	1 Jan 2017

- Budget Committee:Reappointing Jerry Hart and Brad Lunt. The requirements for the Budget Committee are set forth in the Local Budget Law Manual (Department of Revenue) which outlines membership as composed of the governing body and an equal number of electors. Terms for the public member are three years with no term limits.

Current members:

<u>NAME</u>	<u>START</u>	<u>END</u>
Robert Dodge	2004	1 Jan 2017
<b>Jerry Hart</b>	<b>2000</b>	<b>1 Jan 2016</b>
<b>Brad Lunt</b>	<b>2012</b>	<b>1 Jan 2016</b>
John Mead	2009	1 Jan 2018
Travis Parker	2005	1 Jan 2017
Fred Stemmler	2015	1 Jan 2019
Kris Stubberfield	1992	1 Jan 2017

- Historic Landmarks Committee:Reappointing Patti Webb.The Historic Landmarks Committee consists of five members appointed at large for no more than two, four-year terms. Members who have served two full terms may be reappointed to the Historic Landmarks Committee after a four-year hiatus from the committee.

Current members:

<u>NAME</u>	<u>START</u>	<u>END</u>
Joan Drabkin	2014	1 Jan 2018

Bob McCann	2010	1 Jan 2018
John Mead	2015	1 Jan 2019
Rebecca Quandt	2016	1 Jan 2020
<b>Patti Webb</b>	<b>2010</b>	<b>1 Jan 2016</b>

(Initial 2 year term)

- Planning Commission: Reappointing John Tiedge and Martin Chroust-Masin. Interviews for the position vacated upon Frank Butler's retirement will be conducted on January 26<sup>th</sup>. The Planning Commission is made up of two representatives from each ward and three members appointed at large. Terms of office shall be four years with no term limits.

Current members:

<u>NAME</u>	<u>START</u>	<u>END</u>
<b>Frank Butler</b>	<b>2003</b>	<b>1 Jan 2016</b>
<b>Martin Chroust-Masin</b>	<b>2008</b>	<b>1 Jan 2016</b>
Roger Hall	2008	1 Jan 2019
Charles Hillestad	2012	1 Jan 2017
Jack Morgan	2004	1 Jan 2017
Amanda Pietz	2014	1 Jan 2019
Wendy Stassens	2006	1 Jan 2017
Erica Thomas	2013	1 Jan 2019
<b>John Tiedge</b>	<b>2011</b>	<b>1 Jan 2016</b>

**Approval of a Chamber of Commerce Sublease**

The City of McMinnville leases the property located at 417 N.W. Adams Street to the Chamber of Commerce who in turn is now seeking a sublease for a portion of the second story. To finalize this sublease, the staff is seeking consensus approval by the Council.

The proposed sublease is for a year period, commencing January 1, 2016 with a base rent of \$350.00 per month (note: the Chamber pays \$978 per month for the primary lease). The sub-lessor is Greg Anderson who plans to run a realty business out of the second floor office.

**ORDINANCES**

**Item 1a: Ordinance Adopting a Planned Development Overlay for Property on Cumulus Avenue**

In November 2015, the Planning Commission approved an application from Yamhill Community Development Corporation for zoning changes to street standards and lot depth-to-width ratio to support a 29-lot single-family residential subdivision ("Whispering Meadows") on 7.19 acres of land located on Cumulus Avenue.

The lots would average 5,200 square feet in size, with the largest being 9,051 square feet and the smallest at 5,020 square feet. Given the design of the street system for this development, and subject site's narrow width, the lots would be relatively deep for their size. Regardless, homes within each of these lots would be placed consistent with the setback requirements of the R-4 (Multi-Family Residential) zone.

The lot was previously zoned for residential development with approval for a 40-lot residential subdivision consisting of 18 detached single-family residences and 22 single-family attached residences. Due to changes in the local economy, the developers did not advance their plans to construction.

**Item 2a: Ordinance Approving a Telecommunications Franchise Agreement for LightSpeed Networks**

LightSpeed Networks, Inc. (d/b/a LS Networks) is seeking to provide high speed data transmission, broadband Internet access and other similar services within McMinnville to businesses and other telecommunication providers. To facilitate this, LightSpeed is seeking access to the City's Rights of

Way which requires a franchise agreement.

Note: LightSpeed does not plan to provide residential service.

## **RESOLUTIONS**

### **Item 4a: Resolution Amending the Contract with Century West Engineering, Inc. for the Runway 4-22 Rehabilitation Project at the McMinnville Municipal Airport, Project No. 2014-1**

As of August 2012, the Federal Aviation Authority requires airport owners to use the Airport's Geographic Information System to acquire and submit aeronautical data when they are planning runway reconstruction. To comply with this, the staff is proposing to amend the City's current contract for the reconstruction of Runway 04/22 to include an additional \$89,282.00 to cover the cost of this enhanced survey data collection. This amount will be 90 percent funded by the FAA's Airport Improvement Program Grant AIP 3-4-0036-016 accepted by the City Council on August 25, 2015.

### **Item 4b: Resolution Consenting to the Transfer of the Fixed Base Operator Lease**

In November 2015, the Council approved the selection of Konect Aviation to take over Fixed Base Operations (FBO) at the McMinnville Municipal Airport upon expiration of the current FBO lease with Cirrus Aviation in June 2016. Since that time, Konect and Cirrus have come to an agreement allowing Konect to buy out the remainder of Cirrus's existing contract. The last step prior to the transfer of the existing lease is Council approval.

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**City Council- Regular**

**Meeting Date:** 01/12/2016

**Subject:**

**From:** Rose Lorenzen, Administrative  
Assistant / HR Analyst

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**AGENDA ITEM:**

Consider Minutes of October 27, 2015

**BACKGROUND:**

Please see attached minutes.

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**Attachments**

October 27, 2015 Minutes

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CITY OF McMinnville  
MINUTES OF DINNER MEETING of the McMinnville City Council  
Held at the Kent L. Taylor Civic Hall on Gormley Plaza  
McMinnville, Oregon

Tuesday, October 27, 2015 at 6:00 p.m.

Presiding: Rick Olson, Mayor

Recording: Rose A. Lorenzen, Recording Secretary

Councilors: Present  
Remy Drabkin Kellie Menke  
Scott Hill Alan Ruden  
Kevin Jeffries Larry Yoder

Also present were City Manager Martha Meeker, Interim City Attorney Walt Gowell, Planning Director Doug Montgomery, Community Development Director Mike Bisset, Finance Director Marcia Baragary, and a member of the news media, Don Iler of the *News Register*.

DINNER

CALL TO ORDER: Mayor Olson called the Dinner Meeting to order at 6:20 p.m. and welcomed all in attendance.

PUBLIC HEARING - Regarding the Possible Ban on Some or All Six Business Categories of Commercial / Medical Marijuana: City Manager Meeker walked the Council through what was known regarding the marijuana laws and which issues are still outstanding. She noted that a decision to put the matter on the November 2016 ballot would mean that the ballot title would be sent immediately to the Oregon Health Authority (OHA) notifying them of the City's decision. If there is no prohibition, or information sent to the Oregon Liquor Control Commission (OLCC) or the OHA, then they will begin processing applications. She pointed out that any zone changes related to the matter take time to process and to move through the necessary land use steps. Extensive discussion ensued regarding the amount of time needed for the various types of land use amendments to work through from beginning to completion, following which it was determined that it would be beneficial to hold a City Council work session on November 10, 2015.

WASTEWATER FINANCIAL PLAN: Community Development Director Bisset explained that the City's consultant Deb Galardi would be present at the Regular Meeting to present the new Wastewater Financial Plan. He advised that if Council had questions following the presentation, staff could bring back pieces for additional discussion or an ordinance could be ready for the November 10, 2015 meeting.

ORDINANCE - Granting a Non-Exclusive Telecommunications Franchise to CoastCom, Inc.: City Manager Meeker advised that CoastCom had asked for additional time to finalize the franchise agreement, so this ordinance was being pulled from the agenda.

RESOLUTIONS: Mayor Olson briefly reviewed the resolutions that would be before the Council at the Regular Meeting.

ADJOURNMENT: Mayor Olson adjourned the Dinner Meeting at 6:49 p.m.

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Rose A. Lorenzen, Recording Secretary

CITY OF McMinnville  
MINUTES OF REGULAR MEETING of the McMinnville City Council  
Held at the Kent L. Taylor Civic Hall on Gormley Plaza  
McMinnville, Oregon

Tuesday, October 27, 2015 at 7:00 p.m.

Presiding: Rick Olson, Mayor

Recording: Rose A. Lorenzen, Recording Secretary

Councilors: Present  
Remy Drabkin           Kellie Menke  
Scott Hill             Alan Ruden  
Kevin Jeffries        Larry Yoder

Also present were City Manager Martha Meeker, Interim City Attorney Walt Gowell, Police Chief Matt Scales, Planning Director Doug Montgomery, Community Development Director Mike Bisset, Information Systems Manager Scott Burke, Principal Planner Ron Pomeroy, Wastewater Services Manager Dave Gehring, and members of the news media, Don Iler of the *News Register* and Dave Adams of KLYC Radio.

AGENDA ITEM

CALL TO ORDER: Mayor Olson called the meeting to order at 7:00 p.m. and welcomed all in attendance. He gave a special welcome to interim City Attorney Walt Gowell who will be serving as the City's interim City Attorney until the new City Attorney, David Koch, arrives in January 2016.

PLEDGE OF ALLEGIANCE: Councilor Hill led in the recitation of the Pledge of Allegiance.

CONSIDER MINUTES: Recording Secretary Lorenzen noted for the record that the minutes of the August 25, 2015 Dinner Meeting reflected Community Development Director Bisset's attendance. He was, in fact, not at the Dinner Meeting. Councilor Menke MOVED to adopt the minutes of the August 25, 2015 Dinner and Regular Meetings as corrected; SECONDED by Councilor Yoder. Motion PASSED unanimously.

1

PUBLIC HEARING

1 a

7:00 P.M. PUBLIC HEARING: Regarding the Possible Ban on Some or All Six Business Categories of Commercial / Medical Marijuana: Mayor Olson opened the Public Hearing at 7:03 p.m. and requested a staff report.

STAFF REPORT: City Manager Meeker briefed the Council with regard to the marijuana legislation that had occurred since July 2015. She noted that House Bill 3400 (HB 3400) allows cities to ban any or all of the six business categories associated with the marijuana industry. She noted that while this hearing will not delve into the tax issue associated with marijuana, the subject of banning does affect the City's ability to levy local taxes. Additionally, if a ban were instituted, the City would not receive funds associated with marijuana taxation from the state.

Interim City Attorney Gowell added that Section 134 of HB 3400 allows cities to choose to put to a vote of the people any one of the six categories. He further explained that to place the item on the ballot, the City Council must first adopt an ordinance and provide language to either or both the OLCC and the OHA. If the Council refers the measure to the voters, it would be on the November 2016 ballot. Any applications that were filed with the OHA or the OLCC would be stayed pending the outcome of the vote (depending on which of the six categories were banned). Additionally, in the event the measure is referred to the ballot and if that measure were to include medical marijuana dispensaries, and if the dispensary had been registered prior to the ballot and the facility had complied with city land use requirements, it would be grandfathered in.

PUBLIC TESTIMONY: Mayor Olson asked for public testimony. Thomas Helie, President of Linfield College, 900 SE Baker Street, spoke on behalf of Linfield College. He noted that the State of Oregon allows for buffers around kindergarten through Grade 12 schools and around preschools. He asked that the City extend the same buffer around Linfield College. He advised that marijuana is banned on the Linfield campus and that in addition to college-aged students, Linfield hosts a State of Oregon registered and accredited preschool, and over 4,500 younger students on campus throughout the year. He explained that Linfield's Admissions building is approximately one block from a proposed marijuana dispensary. He respectfully asked the Council to ban all six categories from not closer than 1000 feet from the campus.

Micah Cooksey, 2709 NE McDonald Lane, spoke against allowing marijuana inside the City of McMinnville. He cited studies that he had read that indicated marijuana use was linked to lower incomes, lower number of college

degrees, increased drug usage, and increased suicide. He noted that the studies indicated that postal workers are more likely to have accidents if they have used marijuana.

Councilor Drabkin thanked Mr. Cooksey for his testimony and reminded him that the legal age for use of cannabis is 21 years and that the statistics he cited for youth meant that they were obtaining the substance illegally.

Marvin Horton, 3577 NE Spring Meadow Drive, spoke about the advertising associated with the sale of marijuana. He stated he did not believe advertising for marijuana in McMinnville would be conducive to increasing the number of tourists coming to town.

Mayor Olson reminded all participants that it was necessary to keep comments to the purpose of the public hearing.

Anthony Taylor, 1510 SW Friendly Court, stated that he believed this was a great opportunity to allow the progression of the marijuana industry - an industry some have likened to a new "dot com business." The marijuana industry is a valuable source of revenue for the community if it is allowed to grow. It is important to make good rules to regulate the industry; and, it gives the general public access to contaminant-free, tested product. He also noted that many ancillary businesses would benefit from the marijuana industry - nursery businesses, accountants, contractors, and others.

Ronny Cooksey, 2709 NE McDonald Lane, encouraged the City to consider a ban on all marijuana business activities. He encouraged the City Council to think about the young people, not about tax revenue.

Adam Garvin, 2940 NE Lafayette Avenue, reminded the City Council that the people of Oregon, Yamhill County, and McMinnville have voted on this matter and it has received overwhelming support. Responding to Linfield College President Helie's testimony, Mr. Garvin noted that Linfield's preschool is well outside the 1000 foot buffer, should a dispensary move onto Highway 99W. Additionally, he believed that most of the drug use is centered in the area of Linfield's Greek community. He likened the marijuana industry to the fledgling wine industry that moved to Yamhill County in the 1980s. He suggested that there is a great deal of misinformation regarding marijuana and that the City Council should make sure they know the truth about it.

P. J. Morrissey, 8515 SE Three Trees Lane, Amity, stated that he had written a letter to the editor stating that marijuana destroys lives and families. He stated that marijuana users become addicts and that marijuana is classified by the federal government as a Schedule 1 substance. It is a drug with no medical use, is dangerous, and should be extremely limited.

Wayne Stocks, 435 NE Johnson, stated that a recent report from the Center for Disease Control (CDC) stated that 45.3 percent of all 12<sup>th</sup> graders used cannabis at least one time in 2012. Even though it is illegal, the youth continue to find ways through the black market to purchase the product. He stated that he believed adults should be given the right to participate in a legal substance and for adults there is no reason to ban marijuana in any form. Referring to President Helie's testimony, Mr. Stocks stated that there are stop gaps already in place by the City, the County, and the State. He pointed out that the draft rules relating to the marijuana industry are daunting and it will be a major undertaking to open a store front. In closing, Mr. Stocks asked the Council to embrace the new cottage industry, just as the craft beer and wines businesses and other small business such as Betty Lou's, have been embraced.

Steve Rupp, 14921 Hidden Hills, stated that although he had not intended to speak, he felt he needed to say that he was in favor of all six models of cannabis in McMinnville; however, he felt Dr. Helie's presentation was very well put and he supports Linfield's request.

Mayor Olson closed the public hearing at 7:54 p.m. and asked for Council discussion.

Councilor Hill stated that the Council had discussed a workshop to discuss and gather more information on time, place, and manner of the use of marijuana. He stated that he was in favor of putting a workshop on the agenda to discuss these matters at the November 10, 2015 City Council meeting.

Councilor Drabkin stated that the Council represents the voters of McMinnville and the voters have spoken in favor of marijuana. She understands that each might have personal moral and value judgments related to marijuana; however, the fact is that voters have approved its use within the city limits of McMinnville. Additionally, she believed that the City will be receiving tax revenues due to the sales of marijuana.

Councilor Ruden agreed with Councilors Drabkin and Hill and stated that free enterprise should prevail. He also agreed with Councilor Hill that more discussion, especially surrounding the topic of zoning to determine whether there should be a "twist" on the part of the Council. He noted, however, that at this point, he favored no ban.

Councilor Yoder stated that he realized that this complicated topic included many variables and felt that they needed more time and more information before making a decision. He pointed out that not just the rules, but the interpretation of the rules seems to be never-ending and ever-changing. He noted, though, that in general, he supports no ban.

Councilor Jeffries stated his opposition to all forms of marijuana - both medical and recreational use. He advised that he understood that the majority of voters said that they wanted legalized marijuana; however, he is representing those who said "no."

Mayor Olson advised that he understood Councilor Jeffries' frustration and agreed that the Oregon Health Authority (OHA) is not prepared to handle this matter. Measure 91 was passed by the people - it was a mandate. He stated that personally, he is not for banning any of the six uses, although he believed the most important topic is time, place, and manner.

Mayor Olson asked for a straw vote regarding a total ban. Only Councilor Jeffries supported a total ban on marijuana.

Following a brief discussion, Councilor Hill MOVED to place a work session on the Council's agenda for November 10, 2015 with a vote on the matter to be scheduled for the January 12, 2016 meeting. Councilor Ruden SECONDED the motion. Motion PASSED unanimously.

2

OLD BUSINESS

2 a

WASTEWATER FINANCIAL PLAN REVIEW: Community Development Director Bisset referred to the memorandum in the Council packet and stated that the Wastewater Financial Plan is built on decades of carefully plotted rate decisions. In 2011, the City Council adopted a revised Wastewater Financial Plan that directed a "pay as you go" approach to funding the ongoing wastewater system operations and maintenance costs; as well as the approximately \$63 million of wastewater capital improvements needed through 2023. This plan is reviewed biannually - last in 2013. He explained that consultant Deb Galardi of Galardi Rothstein Group reviewed and updated the Wastewater Financial plan. This effort included a review of the existing rate structure to ensure that revenues would cover expected operations, maintenance, and capital needs. The work also included a review of the equity of rates amongst the various system users. Additionally, the review included a detailed evaluation of alternative rate structures for the City's commercial and industrial customers.

Consultant Galardi overviewed the 2015 Sewer Rate Equity Review Report. She explained how the information in the report was gathered and depicted. She pointed out that the report graphically shows the 2015 financial plan and the projected capital costs and the reserves. As projected in 2013, the financials show an approximate \$7 million in reserve. She praised the policy to review the plan every two years and to make small adjustments over time. Today's picture is pretty much the same as it was two years ago in the 2013 Plan.

Ms. Galardi spoke about the services provided by the wastewater system and the impacts of the cost of treatment. She noted that given the City's climate, the wet weather flows present an interesting issue when determining how costs should be split among customers. She explained that it is fair to consider the number of customers, sanitary flow, land area, and/or some combination of these items. She advised that most communities use a combination. Additionally, inflow and infiltration (I & I), the number of customers, pipes and connection systems, dwelling units (single-family and multi-family) all play into how the rates are developed. Larger multi-family dwelling units occupy larger areas of land and the flow coming from the area must be directed into larger diameter pipes. The bigger the pipe, the more possible it is to crack and allow I & I. In the 2011 report, the allocation was made on an 80 percent (customers)/20% (flow) basis. That allocation has remained constant. She explained that the City needs to go to a classification system that allows the City to place the customer into the appropriate classification. There are a number of higher strength categories - from medium to super high strength wastewater to the system that costs more to treat. Therefore, there is a need to identify the range of wastewater concentrations so that users can be placed into the proper classes.

Following Ms. Galardi's report, there was a brief Council discussion and a clarifying question and answer period. Mr. Bisset summarized the next steps and advised that this sort of proposed classification system will be limited to monitored industrial customers (currently five) but then could further de-aggregate and continue to move the City closer to an equitable level and to equally distribute costs through all customers. The update would apply to the City's monitored industrial customers and then between now and the next update, staff will meet with the commercial customers to look at dis-aggregating the structure.

In summary, Ms. Galardi stated they have compared the current and revisited equity rates. The rates are revenue neutral for both fixed and volume charges. She explained that since it is equity that they are looking at, when all is factored in, there will be some decreases in revenue from industrial and increases from other classifications. The increases would be between three and four percent with an average monthly bill between \$51 and \$52. This method would require a modification to the City's existing ordinance and would also require adoption of a rate resolution on November 10, 2015. Implementation date is scheduled for January 1, 2016. She added that they are potentially looking to expand to other commercial customers and hopefully this will occur in 2017.

Ms. Galardi opens the question and answer period.

In responding to Councilor Drabkin's inquiry, Ms. Galardi agreed that this method does impact residential customers

more. Councilor Drabkin stated that her concern was that the Council had an overarching theme of affordable housing that was not taken into consideration when this rate structure was formulated. Low income individuals are disproportionately affected by this rate structure. Monthly bills are a key element of affordable housing.

Councilor Menke stated that she understood Councilor Drabkin's point of view but also understood that the City has customers being charged extremely high rates - enough to take them out of business. This is something to consider as potential employers look to relocate in McMinnville.

Councilor Jeffries stated that he was pleased that the City is becoming more sophisticated and this is a place where there will finally be equity. Although there will be challenges in gathering the data, he was pleased that the City is moving in that direction.

Mayor Olson asked about the success of the City's I & I program. Mr. Bisset stated that although much I & I has been removed from the system, I & I will continue to need to be treated in the wastewater system. The primary driver of the expansion at the waste water plant is to handle the wet weather flow. The wastewater staff will continue to do flow monitoring so there will be data to review in the future.

Further discussion about the equity of the plan continued. Ms. Galardi pointed out that there is a fairly high cost associated with each unit of water used, so if you use less water, the bill will be less. Wastewater, by and large, is based on the discharge amounts. Low-flow fixtures assist in lowering monthly bills significantly.

Mayor Olson pointed out that if a model is put together, it must be built to minimize the City's residential rates. He agreed with Councilor Drabkin's comments.

Councilor Drabkin pointed out that some Councilors are saying that we are currently subsidizing low income families; however, the draft Plan is asking the citizens to subsidize industrial users. She stated that she did not contest the reclassification system.

Ms. Galardi noted that the reduction of fees for the industrial class comes out of the equity review in the cost structure. And the rates have come out of the updated numbers, not a policy that says "bring down costs for the industrial user."

Mayor Olson asked for comments from the audience.

Mark Davis, 652 SE Washington, thanked the Council for the interesting discussion. He thanked Ms. Galardi and Mr. Bisset for providing the information. He advised that he

had spent some time looking through the spreadsheet. He stated that he had no problem with the model or the commercial/industrial allocation. He is also very much in support of the pay as you go model. He stated that equity brings up a sense of fairness - that all are treated equally. He noted that there are many assumptions in the Plan and he was not sure the assumptions presented were either equitable or fair. He summarized his thoughts by stating that he was in favor of keeping the customer service charge but to lower it and implement a higher usage charge. That method is very justifiable and encourages conservation and balances the numbers. Although there will be an increase in the volume rate, he emphasize that the same number will be reached.

Councilors Ruden, Drabkin, and Hill thanked Mr. Davis for his understandable testimony.

Mayor Olson asked Mr. Bisset about his thoughts on the 80/20 and 70/30 rate structure. Mr. Bisset stated that the higher number of connections in the residential acre is higher than the industrial/commercial acre. There is a large difference in the amount of piping needed for the residential vs. industrial/commercial uses. He advised that he understood the idea but there is a difference in the density of the piping.

Mayor Olson advised that if the Council decided to alter the numbers, those could be addressed in the ordinance. He advised that he believed the Council is on board with the rate methodology and suggested that staff bring the ordinance and the rate resolution to the next meeting - on November 10<sup>th</sup>.

Mr. Bisset agreed and stated that related to the affordable housing issue, as staff and Council move forward and talk about SDCs, they could also talk about low income SDC rates.

City Manager Meeker urged for a holistic view as it relates to affordable housing.

Councilor Drabkin stated that she understood the approach of setting aside affordable housing to incorporate later, but she saw an opportunity to incorporate it now through an approach for adjusting sewer rates. Ultimately, the Council will look at affordable housing separately, but she believed they also needed to incorporate it at every level rather than looking at it individually.

Mayor Olson suggested that this be a topic for the 2016 Goals and Objectives session. This year the Council has learned about affordable housing. He strongly suggested that a short term goal be to take the information and set it into place to make it happen.

3 a GRANTING A NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE TO COASTCOM, INC.: City Manager Meeker advised that this ordinance has been tabled and will be addressed at a future time.

4 RESOLUTIONS

4 a AWARDING THE CONTRACT FOR THE DESIGN OF THE FORD STREET SIDEWALK IMPROVEMENTS AND PEDESTRIAN SAFETY IMPROVEMENTS TRANSPORTATION BOND MEASURE PROJECTS: Councilor Menke MOVED to adopt Resolution No. 2015-49 awarding the contract for the design of the Ford Street Sidewalk Improvements and Pedestrian Safety Improvements transportation bond measure projects; SECONDED by Councilor Hill. Motion PASSED unanimously.

4 b APPROVING ENTERING INTO A CONTRACT WITH MERINA & COMPANY LLP: Finance Director Baragary stated that after working with the City's long-term auditor, Talbot, Korvola and Warwick, staff decided it was time to execute a Request for Proposals (RFP) for auditor. This is part of governmental accounting's standard and best practices. She noted that Councilors Hill and Menke and Water and Light's Finance Director Mark Carlton met with the two proposers. The decision was made to rotate the auditors from TKW to Merina. Councilor Menke added that the group was very impressed with Merina - they were exemplary and will provide an excellent service. She agreed that it was time to change auditors. Councilor Hill pointed out that Merina seemed to be more on top of some of the issues that will be changing. From a cost standpoint, the City will have a more favorable pricing structure also. He agreed that it was prudent to have a new set of eyes.

Councilor Jeffries MOVED to adopt Resolution No. 2015-50 entering into a contract with Merina & Company LLP; SECONDED by Councilor Menke. Motion PASSED unanimously.

5 ADVICE / INFORMATION ITEMS

5 a and b COUNCIL AND DEPARTMENT REPORTS: Because of the lateness of the hour, the Council and Department Head Reports were omitted.

6 ADJOURNMENT: Mayor Olson adjourned the meeting at 9:34 p.m.

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Rose A. Lorenzen, Recording Secretary





**City Council- Regular**

**Meeting Date:** 01/12/2016

**Subject:**

**From:** Rose Lorenzen, Administrative  
Assistant / HR Analyst

---

**AGENDA ITEM:**

Presentation: Your Community Mediators of Yamhill County

**BACKGROUND:**

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**City Council- Regular**

**Meeting Date:** 01/12/2016

**Subject:**

**From:** Rose Lorenzen, Administrative  
Assistant / HR Analyst

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**AGENDA ITEM:**

Presentation of Proposed Agreement between the City of McMinnville and the Amity Fire District regarding Ambulance / Fire Support

**BACKGROUND:**

Please see Memorandum from Chief Leipfert (attached).

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**Attachments**

Memorandum

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# McMinnville Fire Department

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## M E M O R A N D U M

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**DATE:** December 8, 2015

**TO:** Martha Meeker, City Manager

**FROM:** Rich Leipfert, Fire Chief

**Subject:** McMinnville Amity Part Time Ambulance Proposal

### Overview

The McMinnville Ambulance Service Area (ASA2), which includes Amity Fire District, the south end of Dayton Fire District and the City of McMinnville, allows McMinnville Fire Department to provide Paramedic Ambulance services in the aforementioned area.

The Parties desire to enhance the availability of a Paramedic Ambulance services within the Amity Fire District area by providing additional ALS Ambulance Service during normal business hours.

The McMinnville Fire Department (MFD) has qualified and trained Firefighter Paramedics and the equipment available to provide this service, and the Amity Fire District (AFD) has appropriate and secure quarters for both the apparatus and the personnel at their station located in Amity, Oregon.

The Parties are currently parties to the Yamhill Fire Defense Board 2012 Intra-County Mutual and Emergency Assistance Agreement (the "Mutual Aid Agreement"), which would allow MFD to provide Mutual Aid assistance to AFD using MFD personnel assigned to the ALS ambulance at the Amity Fire Department.

Oregon Revised Statutes (ORS) Chapter 190, authorizes units of local government, including cities and special districts, to enter into written agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement has authority to perform.

The project proposed is a Part Time Ambulance to be staffed Monday through Friday 0800 to 1700. Staff will be hired as Part Time Plus personnel with the City of McMinnville. These personnel will be dual role so they can be utilized as EMS personnel and Firefighters in both Amity and the City of McMinnville. This ambulance crew will be stationed in Amity and respond from there on all EMS Amity calls. It will also be used on any calls within ASA2 that have been completed by our mutual aid

partners in the past. The personnel will also be allowed to be used as shift coverage for vacations and holidays of Full Time employees.

### **Benefits**

- *Reduce request for EMS Mutual Aid*

Currently the City of McMinnville requests assistance from our partners almost 400 times annually during this Monday – Friday, 8:00 – 5:00 time slot. The amount of mutual aid requests has been a point of contention with our partners as well as our Medical Director. This proposal will reduce those calls significantly, and positively impact the entire Yamhill County Ambulance response system.

- *Reduce Response Times into South Yamhill County for the McMinnville Ambulance Service.*

Responding from Amity Fire Department will significantly reduce the response times South of Amity and in Dayton which we currently struggle to meet.

- *Dual Role employees improve Ambulance and Fire service.*

Employees will be assigned to EMS calls as a priority, but if available can cross staff the Amity engine for calls into McMinnville or Amity. This will reduce the fire response times for mutual aid to McMinnville and reduce the response time for initial arriving fire apparatus within Amity.

### **Costs**

According to the Finance Department, the annual cost of a Part Time Plus positions is \$118,172.

The project will be funded by three methods.

- 1) *Capturing Call Revenue currently being given to mutual aid partners.*

91 patient transports at \$450 average collection rate	= \$40,950
20 Hospital to Hospital transfers at \$700	= <u>\$14,000</u>
Total Recaptured Revenue	= \$54,950

- 2) *Contributions from Amity Rural Fire District*

Agreement for \$10,000 annually  
Free rent and utilities to house the crew at Amity Fire Station

- 3) *McMinnville contributions to the Agreement.*

Remaining Costs associated with the new positions = \$53,222.

I am requesting the use of the funds from the vacant Assistant Chief position. According to Finance, \$87,720 remains in this budget after the Department's reorganization. This year's contributions to the contract would be prorated for the remainder of this fiscal year with the full amount budgeted in the FY 16/17 Budget.



**City Council- Regular**

**Meeting Date:** 01/12/2016

**Subject:**

**From:** Rose Lorenzen, Administrative  
Assistant / HR Analyst

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**AGENDA ITEM:**

Reappointment of Members to Various Boards and Commissions

**BACKGROUND:**

Please see the attached memorandum outlining those who are requesting reappointment to the City's Boards and Commissions for 2016.

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**Attachments**

Committee Reappointments

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M E M O R A N D U M

**DATE:** January 5, 2016  
**TO:** Martha Meeker, City Manager  
**FROM:** Rose A. Lorenzen, Administrative Assistant / HR Analyst  
**SUBJECT:** Committee and Board Reappointments

The following people are members of the City's Boards and Commissions. Those individuals whose terms end on December 31, 2015 (noted in bold type) have expressed a desire to continue their positions on the respective committees and commissions. Unless otherwise noted, these are appointments made by the City Council.

**AIRPORT COMMISSION**

(4-year term)

<u>NAME</u>	<u>TERM</u>
Andy Benedict	2018
<b>Jody Christensen</b>	<b>2015</b>
Brad Berry	2018
John Lautenbach	2016
Robert Peacock	2017
Doug Hurl	2016

**Ms. Christensen has indicated she is interested in serving another term on the Airport Commission.**

**BUDGET COMMITTEE**

(3-year term)

<u>NAME</u>	<u>TERM</u>
Robert Dodge	2016
<b>Jerry Hart</b>	<b>2015</b>
<b>Brad Lunt</b>	<b>2015</b>
John Mead	2017
Travis Parker	2016
Fred Stemmler	2018
Kris Stubberfield	2016

**Mr. Hart and Mr. Lunt have stated that they would like to be reappointed to the Budget Committee. Mr. Robison has resigned from the Committee and the City Council recently appointed Fred Stemmler to fill this vacancy.**

**HISTORIC LANDMARKS COMMITTEE**

(4-year term)

<u>NAME</u>	<u>TERM</u>
Joan Drabkin	2017
Rebecca Quandt	2019
<b>Patti Webb</b>	<b>2015</b>
Bob McCann	2017
John Mead	2018

**Ms. Webb has indicated her desire to serve another term on the Historic Landmarks Committee. Ms. Mikesh announced her resignation from the Committee and on December 8, 2015, The City Council appointed Rebecca Quandt to fill this vacancy.**

**PLANNING COMMISSION**

(4-year term)

<u>NAME</u>	<u>TERM</u>
<b>Frank Butler</b>	<b>2015</b>
Jack Morgan	2016
Erica Thomas	2018
Wendy Stassens	2016
Amanda Pietz	2018
Charles Hillestad	2016
<b>John Tiedge</b>	<b>2015</b>
<b>Martin Chroust-Masin</b>	<b>2015</b>
Roger Hall	2018

**Mr. Tiedge and Mr. Chroust-Masin have both indicated their willingness to serve another term.**

**Mr. Butler has announced his resignation at the end of 2015. Because of Mr. Butler's resignation, there will be one vacancy in the Planning Commission. Interviews have been scheduled for the City Council's January 26, 2016 meeting.**



**City Council- Regular**

**Meeting Date:** 01/12/2016

**Subject:**

**From:** Rose Lorenzen, Administrative  
Assistant / HR Analyst

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**AGENDA ITEM:**

Approval of a Chamber of Commerce Sublease

**BACKGROUND:**

Please see attached Chamber of Commerce sublease.

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**Attachments**

Sublease

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## SUBLEASE

With the express approval of the City of McMinnville (Lessor), this Sublease is entered into by and between the **McMinnville Area Chamber of Commerce (Sublessor)** and **Greg Anderson (Sublessee)** for the real property (Property) described below. The parties agree that this Agreement (Sublease) contains all the terms and conditions pertaining to the sublease.

### 1. Address of Property

The Property consists of the second floor office on the east side of the building located at 417 N.W. Adams Street, McMinnville, Oregon. The Property includes the use of common hallways and restrooms within the building and open parking spaces in the adjacent parking lot north of the building.

### 2. Term of Sublease

Sublease commences January 1, 2016 and continues for one year from this date (January 1, 2016), subject to provisions of Section 12 below. The Sublease may be renewed by mutual agreement.

### 3. Rent, Taxes, and Deposit

**Rent:** The base rent is three hundred fifty dollars (\$350.00) per month (but see "Taxes" below). Rental payments are due and payable to Sublessor (see Section 9 below) no later than the first day of each month. Payment later than the tenth (10<sup>th</sup>) day of the month will result in the Sublessee being in immediate default.

**Taxes:** The Lessor bills the Sublessor in the fall of each year for ad valorem property taxes on the full premises at 417 N.W. Adams Street, McMinnville, Oregon. Sublessee agrees to pay Sublessor a proportionate share of the property taxes on 417 N.W. Adams Street, McMinnville, Oregon calculated by comparing the amount of square feet occupied by the Sublessee with the amount of square feet which are subject to the ad valorem taxes. One twelfth (1/12) of the total annual amount of ad valorem tax allocated to the subleased Property will be added to the Sublessee's monthly rental payment.

Deposit: A security deposit of \_\_\_\$0.00\_\_\_ will be paid by the Sublessee when Sublessee signs this Sublease. This deposit will be returned upon termination of the Sublease if the Property is left in as good condition as existed on the date this sublease commenced and provided that the terms of this Sublease have been adhered to. In the event the deposit is not sufficient to comply with the foregoing requirements, Sublessee will, upon demand, pay the Sublessor any such deficiency.

#### 4. Repairs and Maintenance

Sublessee is responsible for day to day upkeep of the interior of the office, including regular cleaning and replacement of minor items (such as light bulbs), as well as any repairs necessitated by action or inaction of the Sublessee. Sublessor is responsible for any repair or thawing of frozen pipes and for consequential damages from flooding. Aside from damage caused by Sublessee's negligent or willful actions and from damage caused by the freezing of pipes, Lessor, through its lease agreement with Sublessor, will provide general building maintenance and building repairs. Sublessee will make notices of needed repairs and requests for service in writing and will direct notices and requests to the President of the Chamber of Commerce. Sublessee will not undertake any repairs without written approval of both Lessor and Sublessor.

#### 5. Fixtures and Alterations

All fixtures and alterations installed and/or made by Sublessee must be approved in advance by Lessor and Sublessor. Absent prior written approval by Lessor, all fixtures and/or alterations which cannot be removed without substantial damage to the Property will become the property of the Lessor.

#### 6. Signs

Sublessee will be allowed to install one sign, in the lobby, at the foot of the stairs. The sign will be no larger than one foot wide by one foot tall and will coordinate in appearance with the other signs at that location.

Sublessee is allowed one external sign, portable in nature, to be placed in alignment with the Chamber's primary sign. The sign should be no larger in height than the current fixed sign and should be no larger in width than half of the width of the current fixed sign. The Sublessee assumes all responsibility and liability for their external signage in accordance with City of McMinnville sign

code and any loss or damage due to theft, accident, inclement weather, or any other incidents. Sign placement should do no permanent damage to current landscaping or change current landscaping without prior written approval from the Sublessor.

#### 7. Destruction of Premises

Either Sublessor or Sublessee will have the right to terminate this Sublease by written notice given to the other party within thirty (30) days of the building being declared, by the City or State Fire Marshal or by the Lessor's insurance agent, to be totally destroyed. If the building is declared to be partially destroyed, rent, in an amount commensurate with the portion of the Property which is not usable by Sublessee, will be abated until the premises are repaired.

#### 8. Assignment

Sublessee must obtain the Consent of Lessor and Sublessor to any assignment or subletting of the subleased Property which must be in writing. Consent may be withheld in Lessor's or Sublessor's sole discretion.

#### 9. Payments of Rent and Utilities

Sublessor will pay the monthly rent, including the charge for ad valorem taxes, to the McMinnville Area Chamber of Commerce, 417 NW Adams Street, McMinnville, Oregon. Sublessor will pay standard utilities (water, sewer, electricity, and heat). Sublessee will pay any additional utilities (telephone, cable television, and other services not currently provided by the Sublessor).

#### 10. Waiver of Subrogation of Insurance Benefits

Sublessor and Sublessee agree to waive the right of subrogation against each other to the extent the parties are reimbursed by insurance for any losses caused by the other to the parties' respective portions of the building during the term of this Sublease.

#### 11. Default

Except as specified in Section 3 above, each party will be in default if the party fails to comply with the express terms and conditions of this Sublease if such failure is not corrected within thirty (30) days following receipt of written notice of

that failure. Further, Sublessee acknowledges, by signature below, that he is in receipt of a copy of the Lease Agreement between the Lessor and the Sublessor. Sublessee agrees that he will not take or fail to take any action that could or will cause Sublessor to become in default of that Lease Agreement.

#### 12. Termination

Either party will have the right to terminate this Sublease should the other party default. Notwithstanding Section 2 above, Sublessor reserves the right to terminate this Sublease in the event that the Lease between Lessor and Sublessor is terminated, but in no case on less than thirty (30) days written notice to Sublessee. In addition to the remedies provided in Section 13 below, premature termination of this Sublease by the Sublessee will result in forfeiture of Sublessee's deposit.

#### 13. Remedies

In addition to the right of termination, the parties are entitled to any other legal remedies for breach of contract.

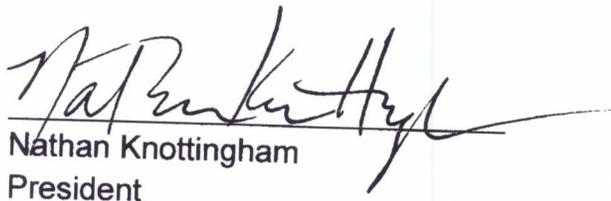
#### 14. Modifications

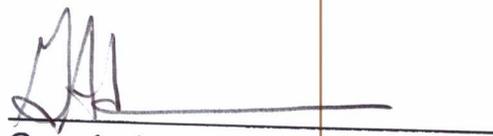
The terms and conditions of this Sublease may be changed only when agreed to in writing by both parties.

Dated this 16 day of December 2015.

McMinnville Area  
Chamber of Commerce,  
Sublessor

Greg Anderson,  
Sublessee

  
Nathan Knottingham  
President

  
Greg Anderson  
eXp Realty



**City Council- Regular**

**Meeting Date:** 01/12/2016

**Subject:** Ordinance amending an existing  
Planned Development Overlay  
Ordinance

**From:** Doug Montgomery, Planning Director

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**AGENDA ITEM:**

**Ordinance No. 5001:** An Ordinance amending an existing Planned Development Ordinance to permit certain exceptions to the City's street standards, and lot depth to width ratio.

**BACKGROUND:**

On November 19, 2015, the McMinnville Planning Commission held a public hearing to consider the above-described planned development amendment request submitted by the Yamhill Community Development Corporation. Concurrent with this application was a request to approve a 29-lot, single-family residential tentative subdivision plan on the same 7.19 acre site that is the subject of the proposed planned development amendment. Further detail regarding the proposed development and planned development amendment request are provided in the attached materials.

At the conclusion of the November hearing, the Commission voted unanimously to forward a recommendation for approval of the planned development amendment to the City Council. The Commission also took action at this hearing to approve the tentative subdivision plan.

**RECOMMENDATION:**

The Planning Commission and staff recommend the Council adopt the attached ordinance.

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**Attachments**

Draft Ordinance  
Planning Commission Record  
Minutes

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ORDINANCE NO. \_\_\_\_\_

An Ordinance approving a major change to the details of a previously approved Planned Development Overlay to permit certain exceptions to the City's street standards, and lot depth to width ratio.

RECITALS

The Planning Department received an application (ZC 3-15/S 3-15) from Yamhill Community Development Corporation, dated October 15, 2015, for both a zone change to approve a major change to the details of a previously approved Planned Development Overlay to permit certain exceptions to the City's street standards and lot depth to width ratio, and approval of a 29-lot single-family residential tentative subdivision on 7.19 acres of land. The subject property is located north of Cumulus Avenue, between the River Park subdivision to the west, and the Parkland Village assisted living development and the Craftsman Landing townhome development to the east, and is more specifically described as Tax Lot 300, Section 22DD, T. 4 S., R. 4 W., W.M.

A public hearing was held on November 19, 2015, at 6:30 p.m. before the McMinnville Planning Commission after due notice had been given in the local newspaper on November 13, 2015, and written notice had been mailed to property owners within 300 feet of the affected property; and

At said public hearing, testimony was received, the application materials and a staff report were presented; and

The Planning Commission, being fully informed about said request, found that said change conformed to the planned development amendment review criteria listed in Chapter 17.74.070 of Ordinance No. 3380 based on the material submitted by the applicant and findings of fact and the conclusionary findings for approval contained in the staff report, all of which are on file in the Planning Department, and that the amendment is consistent with the Comprehensive Plan; and

The Planning Commission approved said planned development amendment and has recommended said change to the Council; and now, therefore,

THE CITY OF McMINNVILLE ORDAINS AS FOLLOWS:

Section 1. That the Council adopts the findings and conclusions of the Planning Commission, staff report on file in the Planning Department, and the application filed by Yamhill Community Development Corporation.

Section 2. That the planned development for the subject property described in Exhibit "A," is hereby amended as follows:

1. That the Whispering Meadows tentative subdivision plan, as approved by the Planning Commission, shall be placed on file with the Planning Department and become a part of the zone and binding on the owner and developer.

The developer will be responsible for requesting approval of the Planning Commission for any major change in the details of the adopted site plan. Minor changes to the details of the adopted plan may be approved by the City Planning Director. It shall be the Planning Director's decision as to what constitutes a major or minor change. An appeal from a ruling by him may be made only to the Commission.

Review of the Planning Director's decision by the Planning Commission may be initiated at the request of any one of the commissioners.

2. The Planning Director is authorized to permit reductions or increases to these setback standards as may be necessary to provide for the retention of trees greater than nine (9) inches in diameter measured at 4.5 feet above grade. In no case, however, may the exterior side yard setback be reduced to less than 10 (ten) feet or the interior side yard setback be reduced to less than five (5) feet without approval of the Planning Commission pursuant to the requirements of Chapter 17.69 (Variance). A request to adjust the setbacks for these lots shall be accompanied by a building plan for the subject site that clearly indicates the location of existing trees. Trees to be retained shall be protected during all phases of home construction.
3. That existing trees greater than nine inches in diameter breast height (DBH) shall not be removed without prior review and written approval of the Planning Director. In addition, all trees greater than nine inches DBH shall be protected during home construction. A plan for such protection must be submitted with the building permit application and must meet with the approval of the Planning Director prior to release of construction or building permits within the subject site.
4. That Planned Development Ordinance No. 4867 is repealed in its entirety.

Passed by the Council this 12<sup>th</sup> day of January, 2016, by the following votes:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Approved this 12<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
MAYOR

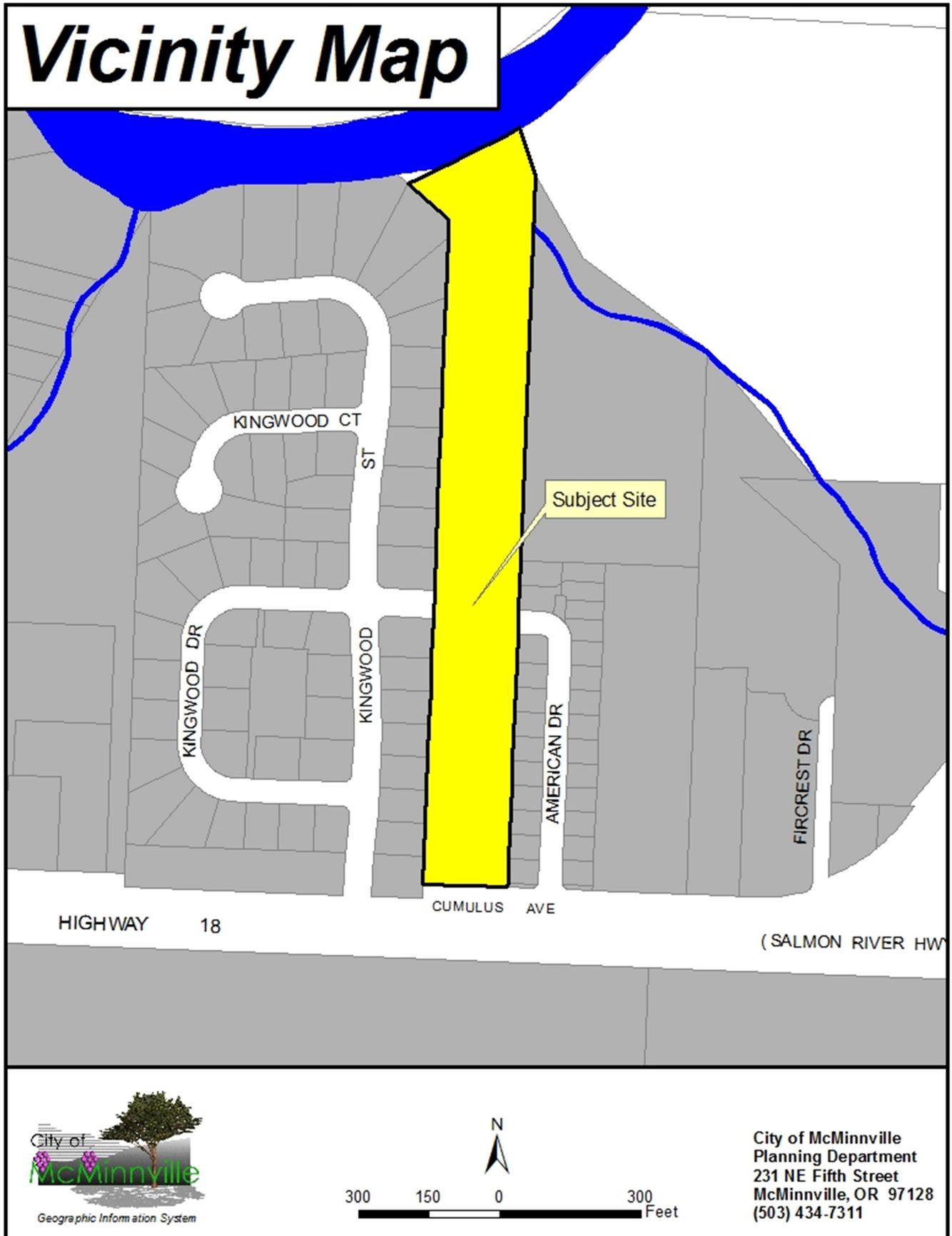
Attest:

\_\_\_\_\_  
CITY RECORDER

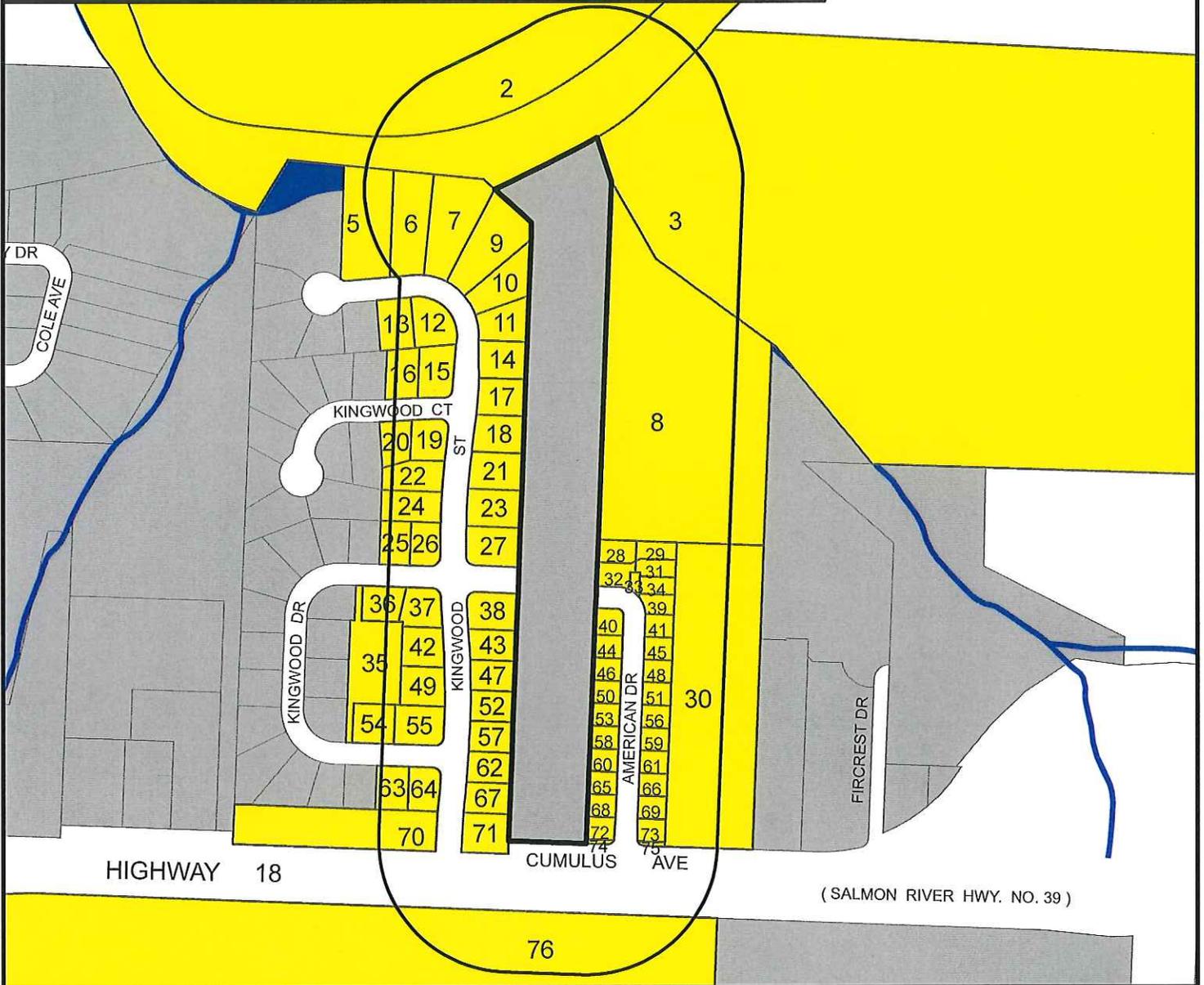
Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY

Exhibit "A"



# Notification Map



**ZC 3-15/S 3-15**

Yamhill Community Development Corporation is requesting approval of a major change to the details of a previously approved Planned Development Ordinance (No. 4867) to permit certain exceptions to the City's street standards and lot depth to width ratio. Concurrently, the applicant seeks approval of a 29-lot single family residential tentative subdivision plan for the subject site.

**Recorded Owner:**

Ispen Trust  
271 Cameo Street NW  
Salem, OR 97304



Geographic Information System

APPROVED BY: PLANNING COMMISSION  
CITY COUNCIL

ATTESTED TO BY: \_\_\_\_\_



City of McMinnville  
Planning Department  
231 NE Fifth Street  
McMinnville, OR 97128  
(503) 434-7311

Request: Approval of a major change to the details of a previously approved Planned Development Overlay to permit certain exceptions to the City's street standards, and lot depth to width ratio. Concurrently, the applicant seeks approval of a 29-lot single-family residential tentative subdivision plan for the subject site.

Location: North of Cumulus Avenue, between the River Park subdivision to the west, and the Parkland Village assisted living development and the Craftsman Landing townhome development to the east, and is more specifically described as Tax Lot 300, Section 22DD, T. 4 S., R. 4 W., W.M.

Applicant: Yamhill Community Development Corporation

Property Owner: Ipsen Trust

## EXHIBITS

1. Staff Report and Findings of Fact
2. ZC 3-15 and S 3-15 Applications and Fact Sheets
3. Public Records Report
4. Geotechnical Report for "Whispering Meadows" subdivision
5. Graphics submitted by the applicant including:
  - a. Cover Sheet
  - b. Preliminary Site Plan
  - c. Preliminary Grading Plan
  - d. Preliminary Utility Plan
- e. Tract "A" – Access and Frontage Alternative
6. List of property owners to whom notice was sent
7. Affidavit of publication
8. Referrals
9. Vicinity Sketch

## SUBJECT SITE

The 7.19 acre subject site is located within the McMinnville urban growth boundary and is adjacent to the current city limit line to the east, south, and west. The site lies south of the South Yamhill River and north of Cumulus Avenue and is currently zoned R-4 PD (Multi-Family Residential Planned Development).

The site consists of an unmanaged grass field dotted with trees, although a dense cluster of trees and mixed vegetation covers the northern third of the site and extends toward the South Yamhill River; there is also a small cluster of trees near the central portion of the site and at the site's southeast corner and southwest corners. With the exception of a very steeply sloping area in the extreme northeast corner of the property, the site is relatively flat, sloping slightly from south to north. There are no structures located within the property.

To the east, the site borders the R-4 PD zoned "Craftsman Landing," 26-lot residential townhome subdivision; to the northeast is the "Parkland Village" congregate care facility on land also zoned R-4 PD; directly north is the South Yamhill River; to the west is the River Park residential subdivision zoned R-1 PD (Single-Family Planned Development), developed with single-family detached and duplex homes; and to the south, across Cumulus Avenue and Highway 18, is land currently in agricultural use. The subject site and surrounding properties are all designated as Residential on McMinnville's Comprehensive Plan Map.

## OBSERVATIONS

- The requests before the Planning Commission, if approved, would allow the applicant to move forward with plans to develop the 7.19-acre site into a 29-lot single-family residential subdivision, referred to by the applicant as "Whispering Meadows." Detail regarding this proposed development is offered in the applicant's submitted materials and in the staff observations that follow.
- The applicant's request consists of two parts:

### Planned Development Overlay –

Due to the site's shape, slope, street location, and adjacent development patterns, the applicant seeks exceptions to certain provisions of the City's local residential street standard and land division chapter. Specifically, they request the following:

- That an exception to the local residential street standard be granted to permit NE Whispering River Court and NE Whispering Cliff Court to be improved as "green" streets with a bioswale drainage system constructed along the eastern and western street edges, respectively. This improvement would take the place of a public sidewalk and street tree planting along those edges, as would typically be required. The applicant notes that the absence of proposed or existing residences along those street edges presents an opportunity to institute such design, as well as provide some environmental quality improvements to the storm water that may be captured and released back into the system.
- That the lot depth to width ratio (2:1) standard be excepted to permit "long" lots that offer deeper backyards and separation from adjoining residential development to the east and west of the subject site.
- That the cul-de-sac length maximum distance of 400 feet be allowed to increase to some 645 feet in length on NE Whispering Cliff Court, and some 460 feet on NE Whispering River Court. The applicant states that these exceptions are warranted due to the property's linear shape and limited access to the west and east. Further, they note that the number of lots that would access these cul-de-sac streets – 14 on NE Whispering Cliff Court, and 11 on NE Whispering River Court -- are below the maximum number that are allowed by the City's zoning ordinance (18).

### Tentative Subdivision Plan –

The tentative plan for this development proposes the platting of 29 lots for the construction of single-family detached homes. The lots would average 5,200 square feet in size, with the largest being 9,051 square feet (Lot 29) and the smallest at 5,020 square feet (Lot 12). Given the design of the street system for this development, and subject site's narrow width, the lots would be relatively deep for their size. Regardless, homes within each of these lots would be placed consistent with the setback requirements of the R-4 (Multi-Family Residential) zone: 15-foot front yard and exterior side yard setbacks; 20 feet to the open side of the garage; 20 foot rear yard setback; and 6 foot side yard setbacks. Two commonly-owned tracts would also be part of this development with Tract "A" providing pedestrian access between the development and Cumulus Avenue, as well as an area for buffering the proposed development from Highway 18 and Cumulus Avenue, and Tract "B" for use as a park ("Ipsen Park") for the residents.

As part of the development of the subject site, the applicant would extend Kingwood Drive westward through the site's midsection to its terminus with Kingwood Street. As Kingwood Drive is extended from east to west, the right-of-way width and street design will transition to match the existing, wider improvement previously constructed as part of the Riverwood subdivision. Extending north and south, along the site's western and eastern edge respectively, would be two cul-de-sac streets. Each of these streets would be constructed to local residential street standards, with some exceptions as noted in the planned development overlay discussion above. The applicant has provided cross section drawings for each of the streets that provide further details regarding their size and configuration.

- The responsibility of the Planning Commission regarding the requested Planned Development Overlay (zone change) is to conduct a public hearing for the purpose of taking testimony on this proposal, and based upon the testimony received and findings of fact and conclusionary findings, forward a recommendation to the City Council that the request be approved, approved with conditions, or denied. Specific to the tentative subdivision plan, the Commission is authorized to take action to approve, approve with conditions, or deny the request.
- Some of the Commission members may remember that this site was the subject of prior applications, submitted in January 2007, for a zone change from EF-80 (Exclusive Farm Use – 80-acre minimum) and AH (Agricultural Holding) to an R-4PD (Multi-Family Residential Planned Development) zone, and 40-lot residential subdivision that proposed the construction of 18 detached single-family residences and 22 single-family attached residences. Those requests were approved by the City, however, due to significant changes in the local economy, the developers did not advance their plans to construction and the tentative plat approval expired in 2010. The zoning of the property to R-4PD, and the accompanying Planned Development Overlay (Ordinance No. 4867), however, remain in effect. One of the conditions of that ordinance requires that any major change to the details of the previously approved plan must be brought before the Planning Commission for their review and approval, thus the request before you this evening.

By way of further background, and for purposes of comparison to the current proposal, the prior approved tentative plan for this subject site proposed lots that ranged in size from 2,860 to 7,111 square feet, and average some 4,085 square feet (single-family detached building lots average some 5,514 square feet; single-family attached lots average some 2,915 square feet). The street system for the prior approved subdivision included the extension of Kingwood Drive through the subject site's midsection, but the north and south cul-d-sac streets that extended from this extension ran through the center of the site, with lots on both sides. The length of these cul-de-sac streets exceeded the City's maximum length standard, but was approved for such due to the site's dimension, steep slope, policy limiting access to Cumulus Avenue, the development patterns of adjacent residential subdivisions, and lack of other viable choices to achieve efficient residential development of this land. In that case – and now – staff recommends that this standard be waived.

- As regard pedestrian movement, and as a benefit to the neighborhood, the applicant proposes to locate a 15-foot-wide pedestrian access tract (Tract "A") between Lots 1 and 2, connecting the southern cul-de-sac to the public sidewalk along the north side of Cumulus Avenue. Within this tract, the applicant proposes a hard surface pathway five feet in width leaving five foot wide strips on each side of the path for landscaping and lighting. The applicant indicates that the landscaping for this tract would consist of native shrubs and grasses to reduce water usage. The design for this landscaping would be subject to review and approval by the McMinnville Landscape Review Committee prior to final platting of the subdivision. All landscaping within the tract that is shown on the approved plan would also need to be installed and approved as a condition of final platting.

- In addition to the pedestrian feature described above, the tract would include a ten foot wide strip of land parallel to Cumulus Avenue and extending the width of the subject site (Exhibit 5(e)). Improvements within this tract would include a five foot tall cedar privacy fence along its northern edge, and landscaping consistent with the improvement made on the Craftsman Landing subdivision to the immediate east. Similar to the pedestrian feature, this improvement would also require review and approval by the McMinnville Landscape Review Committee, and installation prior to final platting. Ownership and maintenance of this tract, as well as the natural open space tract (Tract "B") would be the responsibility of a homeowners' association, created as part of the covenants for this development.
- The zoning ordinance requires the provision of two off-street parking spaces for each single-family residence. The submitted plan depicts private driveway access to each lot. Coupled with the garages proposed to be constructed on each lot, this provides two to four off-street parking spaces per residence, thereby meeting or exceeding the requirement.
- The subject site is encumbered by the Three Mile Lane Planned Development Overlay (Ordinance No. 4131, as amended by Ordinance No. 4572). As such, development of the site is subject to the provisions of that overlay ordinance, as well as any conditions applied as part of this review and approval. The applicable conditions of the Three Mile Lane Planned Development ordinances are met by the proposed development as follows:
  - *Minimization of entrances onto Three Mile Lane:* The tentative subdivision plan demonstrates an easterly extension of Kingwood Drive through the site that connects to the public street constructed within the Craftsman Landing development to the east; no direct vehicle access is proposed onto Three Mile Lane (or Cumulus Avenue, the frontage road).
  - *Landscaping and buffer strips along the highway frontage may be required including noise buffering methods, such as berms and/or plantings:* The applicant proposes a ten-foot wide, fenced and landscaped buffer at the south end of the subdivision, paralleling Cumulus Avenue. This would match similar buffering that exists to the east and west of this site. The maintenance of this buffer shall be provided for through the creation of a homeowner's association.
- The submitted plan depicts an eight-inch sanitary sewer line to be constructed within the new rights-of-way and connecting to the existing eight-inch backyard sewer lateral located along the eastern edge of the Riverpark subdivision.

A twelve-inch storm sewer main will be constructed within the new streets and will lead northward to a rip-rap velocity dissipator outfall located on Tract "B" above the South Yamhill River.

An eight-inch water main will also be extended along the interior streets to serve this proposed development.
- As shown on the applicant's Cover Sheet, a large portion of the tree cover at the north end of the site will be preserved within the natural space identified as Tract "B." However, a number of large trees will be found on lots within the site's midsection and northeast corner. As the lots within this subdivision are proposed to average some 5,200 square feet in size, staff recommends that the Planning Director be afforded the ability to make adjustments to setbacks, as necessary, in order to retain as many of the existing trees as practicable; garage front setbacks, however, shall not be amended to less than the current standard of 20-feet.

- A geotechnical report addressing this site was prepared by GeoPacific Engineering, dated September 14, 2015, and submitted as part of this application. The main purpose of this report was to address the issue of a potential lateral spreading hazard at the north end of the subject site, and to provide recommended setbacks from this slope. A similar analysis was conducted by this same firm in 2006 and 2007 for this same site. This 2015 report concluded that the proposed development is geotechnically feasible, provided that the recommendations of the report are incorporated into the design and construction phases of the project, which include 50 foot minimum building setbacks and 20 foot minimum roadway setbacks measured from the top of slope.
- The City of McMinnville Fire Department, Police Department, Engineering Department, Building Department, City Manager, and City Attorney; McMinnville School District No. 40; McMinnville Water and Light; Yamhill County Public Works; Yamhill County Planning Department; Verizon; ComCast Cable; Northwest Natural Gas; Oregon Dept. of Fish & Wildlife; and Oregon Division of State Lands were asked to review and provide comment regarding this proposed development.

Comments received from public agencies included those listed below:

City Engineer-

TRANSPORTATION

1. The existing driveway onto Cumulus Ave shall be removed / abandoned and replaced with curb and sidewalk. The final plat shall reflect that access to Cumulus Avenue for lots 1, 2, and 3 is not allowed.
2. That the proposed streets shall be improved with a 28-foot-wide paved section within a 50-foot right-of-way, as required by the McMinnville Land Division Ordinance for local residential streets.
3. Curbside planter strips and sidewalks, as required by the McMinnville Land Division Ordinance for local residential streets, are shown on the west side of proposed NE Whispering River Court and the east side of proposed NE Whispering Cliff Court. The applicant is requesting that sidewalks not be required on the east side of proposed NE Whispering River Court and the west side of proposed NE Whispering Cliff Court. Instead, those areas will be landscaped and will contain storm drainage swales. Engineering staff are in support of that modification to the McMinnville Land Division Ordinance standards.
4. The proposed cul-de-sacs exceed the maximum length of 400 feet allowed by the McMinnville Land Division Ordinance. Given the narrow, linear nature of the site, Engineering staff are in support of that modification to the McMinnville Land Division Ordinance standards. We would note that the Fire Department should be consulted for their approval of the proposed cul-de-sac lengths.
5. The City Public Works Department will install, at the applicant's expense, the necessary street signage (including stop signs, no parking signage, and street name signage), curb painting, and striping (including stop bars) associated with the development. The applicant shall reimburse the City for the signage and markings prior to the City's approval of the final plat.

SANITARY SEWER

1. The utility plans indicate that the development will tie into the sanitary sewer line in Kingwood Drive to the west of the project. The applicant's engineer will be required to verify that the existing line has the capacity to accept the increased flow. Prior to construction, a detailed sanitary sewage collection plan which incorporates the

requirements of the City's Collection System Facilities Plan must be submitted to, and approved by, the City Engineering Department.

2. Any existing septic tank(s) on this site shall be abandoned, filled, and capped, or removed, in accordance with the requirements of the City Engineer and the County Health Department.

#### STORM DRAINAGE

1. The applicant shall obtain any necessary permits from the Division of State Lands (DSL) and / or US Army Corps of Engineers for any wetland or sensitive area impacts of the proposed storm drainage utility work.
2. Prior to construction, a detailed storm drainage plan, which incorporates the requirements of the City's Storm Drainage Master Plan must be submitted to, and approved by, the City Engineering Department.
3. The proposed storm outfall shall be constructed such that the discharge point is at, or as near as practical, the flow-line of the existing natural swale. Alternatively, if the proposed discharge point is upslope from the swale flow-line, appropriate engineered methods, as approved by the City Engineer, for slope protection and energy dissipation shall be installed. Additionally, appropriate access for maintenance, as approved by the City Engineer, shall be provided to the proposed storm drain outfall.
4. The applicant shall secure from the Oregon Department of Environmental Quality (DEQ) any applicable storm runoff and site development permits prior to construction of the required site improvements. Evidence of such permits shall be submitted to the City Engineer.
5. The storm drainage plan incorporates the use of storm drainage swales adjacent to the public streets. The applicant has indicated that the proposed homeowner's association will maintain the landscaping in the swales and adjacent planter strips. The applicant shall provide a maintenance agreement for those areas, and the agreement must be approved by the City prior to the City's approval of the final plat.
6. No additional storm drainage runoff shall be conveyed onto any adjacent property without the appropriate public and/or private storm drainage easements. Copies of recorded private easements must be provided to the City prior to the City's approval of the final plat. Any offsite public easements must be dedicated to and accepted by the City prior to the City's approval of the final plat.

#### MISCELLANEOUS

1. The recommendations, including building setbacks, of the submitted subdivision geotechnical report shall be implemented, and the required setback lines shall be reflected on the final plat.
2. Ten (10) foot wide utility easements, as required by the McMinnville Land Division Ordinance, are shown on the west side of proposed NE Whispering River Court and the east side of proposed NE Whispering Cliff Court. The applicant is requesting that utility easements not be required on the east side of proposed NE Whispering River Court and the west side of proposed NE Whispering Cliff Court. Engineering staff are in support of that modification to the McMinnville Land Division Ordinance standards.
3. The final plat shall include use, ownership, and maintenance rights and responsibilities for all easements and tracts
4. Any wells on the site need to be located and either abandoned by an approved contractor or water rights for the well assigned to a lot or lots.

McMinnville Water & Light-

1. Proposed lighting shown in area not covered by utility easements.
  2. Utility easements on Lots 12, 15 and 27 need modifications to radius to match curb radius.
  3. Water line shown on the north side of Kingwood Drive as existing is not shown on McMinnville Water and Light drawings.
  4. McMinnville Water and Light Subdivision Design Application and \$200/lot design application fee required prior to review of construction plans.
  5. Extension agreement required for water and electric services to site.
- Notice of this request was mailed to property owners located within 300 feet of the subject site. As of the date this report was written, no written comments had been received by the Planning Department from those who were notified.
  - The findings of fact and conclusionary findings are attached to this report as Exhibit "A" and are, by this reference, incorporated herein.

**RECOMMENDATION**

Based upon staff's review of the materials provided in the record as of the date of this report, and after considering carefully the policies and plans contained in the applicable McMinnville comprehensive plan policies, it is our conclusion that the applicant has satisfied the requirements necessary to grant approval of the master plan revision request and related planned development exceptions now before the Planning Commission. We also believe the applicant has met the standards of the City's Land Division chapter required for approval of the Whispering Meadows tentative residential subdivision plan. Therefore, based on the materials submitted by the applicant, the findings of fact, and the conclusionary findings for approval staff recommends that ZC 3-15 be recommended to the City Council for approval subject to the following conditions.

1. That the Whispering Meadows tentative subdivision plan, as approved by the Planning Commission, shall be placed on file with the Planning Department and become a part of the zone and binding on the owner and developer.

The developer will be responsible for requesting approval of the Planning Commission for any major change in the details of the adopted site plan. Minor changes to the details of the adopted plan may be approved by the City Planning Director. It shall be the Planning Director's decision as to what constitutes a major or minor change. An appeal from a ruling by him may be made only to the Commission. Review of the Planning Director's decision by the Planning Commission may be initiated at the request of any one of the commissioners.

2. The Planning Director is authorized to permit reductions or increases to these setback standards as may be necessary to provide for the retention of trees greater than nine (9) inches in diameter measured at 4.5 feet above grade. In no case, however, may the exterior side yard setback be reduced to less than 10 feet or the interior side yard setback be reduced to less than five feet without approval of the Planning Commission pursuant to the requirements of Chapter 17.69 (Variance). A request to adjust the setbacks for these lots shall be accompanied by a building plan for the subject site that clearly indicates the location of existing trees. Trees to be retained shall be protected during all phases of home construction.

3. That existing trees greater than nine inches DBH shall not be removed without prior review and written approval of the Planning Director. In addition, all trees greater than nine inches DBH shall be protected during home construction. A plan for such protection must be submitted with the building permit application and must meet with the approval of the Planning Director prior to release of construction or building permits within the subject site.
4. That Planned Development Ordinance No. 4867 is repealed in its entirety.

**With regard to S 3-15:**

Based on the materials submitted by the applicant, testimony received, the findings of fact, and the conclusionary findings for approval, staff recommends that S 3-15 be approved subject to the following conditions:

1. That the subdivision approval does not take effect until and unless the companion master plan revision request is approved by the City Council.
2. The applicant shall submit restrictive covenants prepared for the development. At a minimum, the covenants shall address planting and maintenance of the landscaped buffer located along the southern edge of the site, the ownership and maintenance of the private tracts, and the maintenance of the stormwater system adjacent to the cul-de-sac streets. The proposed covenants must meet with the approval of the Planning Director.
3. Transportation:
  - a. That the existing driveway(s) onto Cumulus Avenue shall be removed / abandoned and replaced with curb and sidewalk. The final plat shall reflect that access to Cumulus Avenue for lots 1, 2, and 3 is not allowed.
  - b. That the proposed cul-de-sac streets shall be improved with a 28-foot wide paved section within a 50-foot right-of-way, as required by the McMinnville Land Division Ordinance for local residential streets. Public sidewalks, five feet in width, shall be provided along the "lot" side of each street and around the cul-de-sac bulb.
  - c. That the east-west connecting street shall be improved with a paved section as shown on the applicant's submitted tentative subdivision plan, or as may otherwise be approved by the City Engineer as necessary to accommodate the transition from one existing street terminus to the other.
  - d. That the City Public Works Department will install, at the applicant's expense, the necessary street signage (including stop signs, no parking signage, and street name signage), curb painting, and striping (including stop bars) associated with the development. The applicant shall reimburse the City for the signage and markings prior to the City's approval of the final plat.
4. Sanitary Sewer:
  - a. The utility plans indicate that the development will tie into the sanitary sewer line in Kingwood Drive to the west of the project. The applicant's engineer shall be required to verify that the existing line has the capacity to accept the increased flow. Prior to construction, a detailed sanitary sewage collection plan which incorporates the requirements of the City's Collection System Facilities Plan must be submitted to, and approved by, the City Engineering Department.
  - b. That any existing septic tank(s) on this site shall be abandoned, filled, and capped, or removed, in accordance with the requirements of the City Engineer and the County Health Department.

## 5. Storm Drainage:

- a. That the applicant shall obtain any necessary permits from the Division of State Lands (DSL) and / or US Army Corps of Engineers for any wetland or sensitive area impacts of the proposed storm drainage utility work.
- b. That, prior to construction, a detailed storm drainage plan, which incorporates the requirements of the City's Storm Drainage Master Plan must be submitted to, and approved by, the City Engineering Department.
- c. That the proposed storm outfall shall be constructed such that the discharge point is at, or as near as practical, the flow-line of the existing natural swale. Alternatively, if the proposed discharge point is upslope from the swale flow-line, appropriate engineered methods, as approved by the City Engineer, for slope protection and energy dissipation shall be installed. Additionally, appropriate access for maintenance, as approved by the City Engineer, shall be provided to the proposed storm drain outfall.
- d. The applicant shall secure from the Oregon Department of Environmental Quality (DEQ) any applicable storm runoff and site development permits prior to construction of the required site improvements. Evidence of such permits shall be submitted to the City Engineer.
- e. That the storm drainage plan incorporates the use of storm drainage swales adjacent to the public streets. The applicant has indicated that the proposed homeowner's association will maintain the landscaping in the swales and adjacent planter strips. The applicant shall provide a maintenance agreement for those areas, and the agreement must be approved by the City prior to the City's approval of the final plat.
- f. That no additional storm drainage runoff shall be conveyed onto any adjacent property without the appropriate public and/or private storm drainage easements. Copies of recorded private easements must be provided to the City prior to the City's approval of the final plat. Any offsite public easements must be dedicated to and accepted by the City prior to the City's approval of the final plat.

## 6. Miscellaneous:

- a. That the recommendations of the submitted subdivision geotechnical report, including building setbacks, shall be implemented, and the required setback lines shall be reflected on the final plat.
  - b. That ten foot wide utility easements on the west side of proposed NE Whispering River Court and the east side of proposed NE Whispering Cliff Court shall not be required.
  - c. That the final plat shall include use, ownership, and maintenance rights and responsibilities for all easements and tracts.
  - d. Any wells on the site need to be located and either abandoned by an approved contractor or water rights for the well assigned to a lot or lots.
7. That the applicant shall complete an extension agreement with McMinnville Water & Light, for water and electric service extension, and submit a Subdivision Design Application and appropriate fee prior to review of construction plans to McMinnville Water and Light.
8. That easements shown on the tentative plat for Lots 12, 15, and 27 shall be modified on the final plat as necessary to match their respective adjacent curb radius.

9. That the applicant shall submit a street tree plan for the subdivision for review and approval by the McMinnville Landscape Review Committee. The plan shall identify species, caliper size, and spacing for each tree to be planted within the curbside planting strips. All street trees shall have a two-inch minimum caliper measured at six inches above ground surface, shall exhibit size and growing characteristics appropriate for the particular planting strip, and shall be spaced as appropriate for the selected species and as may be required for the location of above-ground utility vaults, transformers, light poles, and hydrants. In addition, street trees shall not be planted within 30 feet of street intersections. All street trees shall be of good quality and shall conform to American Standard for Nursery Stock (ANSI Z60.1). The Planning Director reserves the right to reject any plant material that does not meet this standard.

Street trees shall be planted in accordance with the approved street tree plan. All required trees shall be installed by the applicant prior to final platting, or security equal to 120 percent of the cost of installing the required street trees shall be posted with the City. The amount and form of such security shall be as required by the Planning Director.

For trees not installed prior to final platting, each year the applicant/owner shall install street trees, from November 1 to March 1, adjacent to those properties on which a structure has been constructed and has received final occupancy, or adjacent to any non-buildable tracts for which street trees are required. This planting schedule shall continue until all platted lots have been planted with street trees.

It shall be the applicant's responsibility to relocate trees as may be necessary to accommodate individual building plans. The applicant shall also be responsible for the maintenance of the street trees, and for the replacement of any trees that may die due to neglect or vandalism, for two years from the date of planting.

9. That names for the two proposed cul-de-sac streets shall be submitted by the applicant to the Planning Director for review and approval prior to submittal of the final plat.
10. That the applicant shall submit a detailed landscape plan for the area within Tract "A" for review and approval by the McMinnville Landscape Review Committee. At a minimum the proposed pedestrian walkway within this tract shall be five feet in width; a solid, sight obscuring fence or wall shall be provided along the southern edge of Lots 1 – 3; and appropriate lighting and irrigation shall be installed. All required landscaping, irrigation, lighting, fencing, and hardscape as shown on the plan approved by the Landscape Review Committee shall be installed prior to release of the final plat.
11. The applicant shall submit evidence that any fill placed in the areas where building sites are expected is engineered. Evidence shall meet with the approval of the City Building Division and the City Engineering Department. The applicant shall obtain a fill and grading permit for lot fill and grading from, and as determined by, the City Building Division.
12. Adequate fire fighting water supply must be provided. Approved, working fire hydrant(s) must be provided to within 250 feet of each home site, and must be installed prior to the issuance of building permits for the subject site.
13. That approval of this tentative plat will expire 12 (twelve) months after the date of this approval. If the owner of the property wishes a one-year extension of the Commission's approval of this tentative plan, a request for such extension must be filed in writing with the Planning Department a minimum of 30 days prior to the expiration date of the approval. If the final plat has not been submitted prior to expiration of the tentative plat, and if an extension request has not been submitted and approved, the applicant must resubmit a tentative plat for further consideration, and comply with the regulations and conditions applicable at the time of submittal

**MOTION**

The Planning Department recommends the Commission make the following motions for approval:

**ZC 3-15 -**

**THAT BASED ON THE FINDINGS OF FACT, THE CONCLUSIONARY FINDINGS FOR APPROVAL, AND THE MATERIALS SUBMITTED BY THE APPLICANT, THE PLANNING COMMISSION RECOMMENDS THAT THE CITY COUNCIL APPROVE ZC 3-15 SUBJECT TO THE CONDITIONS AS RECOMMENDED BY STAFF.**

**S 3-15 -**

**THAT BASED ON THE FINDINGS OF FACT, THE CONCLUSIONARY FINDINGS FOR APPROVAL, AND THE MATERIALS SUBMITTED BY THE APPLICANT, THE PLANNING COMMISSION APPROVES S 3-15, SUBJECT TO THE CONDITIONS AS NOTED IN THE STAFF REPORT.**

DRM:sjs

**EXHIBIT "A"**  
**FINDINGS OF FACT AND CONCLUSIONARY FINDINGS**  
**DOCKET ZC 3-15 / S 3-15**

**FINDINGS OF FACT**

1. The applicant is requesting approval of a major change to the details of a previously approved Planned Development Overlay to permit certain exceptions to the City's street standards, and lot depth to width ratio. Concurrently, the applicant seeks approval of a 29-lot single-family residential tentative subdivision plan for the subject site. The site is generally located north of Cumulus Avenue, between the River Park subdivision to the west, and the Parkland Village assisted living development and the Craftsman Landing townhome development at the east, and is more specifically described as Tax Lot 300, Section 22DD, T. 4 S., R. 4 W., W.M.
2. Sanitary sewer and municipal water and power are available to the site. The municipal waste treatment plant has sufficient capacity to accommodate expected waste flows resulting from development of this property.
3. The property is located within the McMinnville urban growth boundary and within the corporate city limits.
4. Northwest Natural Gas, Verizon, TCI Cable Television, McMinnville School District No. 40, the McMinnville Fire Department and Police Department, Yamhill County, the Oregon Department of Fish & Wildlife, and the Oregon Division of State Lands, were all provided with an opportunity to review and comment on this proposal. No conflicts with their interests were identified by these agencies.
5. Goals and Policies from the McMinnville Comprehensive Plan that are applicable to the request are as follows:

Chapter V Housing and Residential Development

- GOAL V 1: TO PROMOTE DEVELOPMENT OF AFFORDABLE, QUALITY HOUSING FOR ALL CITY RESIDENTS.
- GOAL V 2: TO PROMOTE A RESIDENTIAL DEVELOPMENT PATTERN THAT IS LAND INTENSIVE AND ENERGY EFFICIENT, THAT PROVIDES FOR AN URBAN LEVEL OF PUBLIC AND PRIVATE SERVICES, AND THAT ALLOWS UNIQUE AND INNOVATIVE DEVELOPMENT TECHNIQUES TO BE EMPLOYED IN RESIDENTIAL DESIGN.

Policies:

- 68.00 The City of McMinnville shall encourage a compact form of urban development by directing residential growth close to the City center and to those areas where urban services are already available before committing alternate areas to residential use.
- 71.00 The City shall designate specific lands inside the urban growth boundary as residential to meet future projected housing needs. Lands so designated may be developed for a variety of housing types. All residential zoning classifications shall be allowed in areas designed as residential on the Comprehensive Plan Map.

- 71.05 The City of McMinnville shall encourage annexation and rezonings which are consistent with the policies of the comprehensive plan so as to achieve a continuous five-year supply of buildable land planned and zoned for all needed housing types (as amended by Ordinance No. 4243, Apr. 5, 1983).
- 99.00 An adequate level of urban services shall be provided prior to or concurrent with all proposed residential development. Services shall include, but not be limited to:
1. Sanitary sewer collection and disposal lines. Adequate municipal waste treatment plant capacities must be available.
  2. Storm sewer and drainage facilities (as required).
  3. Streets within the development and providing access to the development, improved to city standards (as required).
  4. Municipal water distribution facilities and adequate water supplies (as determined by City Water and Light).
  5. Energy distribution facilities and adequate energy resource supplies.

#### Chapter VI Transportation System

GOAL VI 1: TO ENCOURAGE DEVELOPMENT OF A TRANSPORTATION SYSTEM THAT PROVIDES FOR THE COORDINATED MOVEMENT OF PEOPLE AND FREIGHT IN A SAFE AND EFFICIENT MANNER.

- 117.00 The City of McMinnville shall endeavor to insure that the roadway network provides safe and easy access to every parcel.
- 118.00 The City of McMinnville shall encourage development of roads that include the following design factors:
1. Minimal adverse effects on, and advantageous utilization of, natural features of the land.
  2. Reduction in the amount of land necessary for streets with continuance of safety, maintenance, and convenience standards.
  3. Emphasis placed on existing and future needs of the area to be serviced. The function of the street and expected traffic volumes are important factors.
  4. Consideration given to incorporating other modes of transportation (public transit, bike and foot paths).
  5. Installation of sidewalks on both sides of all streets and direct pedestrian connections to all buildings and shopping centers.
  6. Connectivity of local residential streets shall be encouraged. Residential cul-de-sac streets shall be discouraged where opportunities for through streets exist.

Chapter VII. Community Facilities and Services

GOAL VII 1: TO PROVIDE NECESSARY PUBLIC AND PRIVATE FACILITIES AND UTILITIES AT LEVELS COMMENSURATE WITH URBAN DEVELOPMENT, EXTENDED IN A PHASED MANNER, AND PLANNED AND PROVIDED IN ADVANCE OF OR CONCURRENT WITH DEVELOPMENT, IN ORDER TO PROMOTE THE ORDERLY CONVERSION OF URBANIZABLE AND FUTURE URBANIZABLE LANDS TO URBAN LANDS WITHIN THE McMinnville URBAN GROWTH BOUNDARY.

142.00 The City of McMinnville shall insure that adequate storm water drainage is provided in urban developments through review and approval of storm drainage systems, and through requirements for connection to the municipal storm drainage system, or to natural drainage ways, where required.

151.00 The City of McMinnville shall evaluate major land use decisions, including but not limited to urban growth boundary, comprehensive plan amendment, zone changes, and subdivisions using the criteria outlined below:

1. Sufficient municipal water system supply, storage and distribution facilities, as determined by the City Water and Light Department, are available or can be made available, to fulfill peak demands and insure fire flow requirements and to meet emergency situation needs.
2. Sufficient municipal sewage system facilities, as determined by the City Public Works Department, are available, or can be made available, to collect, treat, and dispose of maximum flows of effluent.
3. Sufficient water and sewer system personnel and resources, as determined by the Water and Light Department and City, respectively, are available, or can be made available, for the maintenance and operation of the water and sewer systems.
4. Federal, state, and local water and wastewater quality standards can be adhered to.
5. Applicable policies of the Water and Light Department and the City relating to water and sewer systems, respectively, are adhered to.

155.00 The ability of existing police and fire facilities and services to meet the needs of new service areas and populations shall be a criterion used in evaluating annexation, subdivision proposals, and other major land use decisions.

163.00 The City of McMinnville shall continue to require land, or money in lieu of land, from new residential developments for the acquisition and/or development of parklands, natural areas, and open spaces.

GOAL VIII 2: TO CONSERVE ALL FORMS OF ENERGY THROUGH UTILIZATION OF LAND USE PLANNING TOOLS.

6. The provisions of the McMinnville Zoning Ordinance (No. 3380) applicable to this request are as follows:

General Provisions:

"17.03.020 Purpose. The purpose of this ordinance is to encourage appropriate and orderly physical development in the City through standards designed to protect residential, commercial, industrial, and civic areas from the intrusions of incompatible uses; to provide opportunities for establishments to concentrate for efficient operation in mutually beneficial relationship to each other and to shared services; to provide adequate open space, desired levels of population densities, workable relationships between land uses and the transportation system, and adequate community facilities; to provide assurance of opportunities for effective utilization of the land resource; and to promote in other ways public health, safety, convenience, and general welfare."

R-4 Multi-Family Residential Zone:

"17.21.010 Permitted Uses. In an R-4 zone, the following uses and their accessory uses are permitted:

- A. Single-family dwelling;"

Lots:

"17.53.105 Lots. Lot size, width, shape, and orientation shall be appropriate for the location of the subdivision and for the type of use contemplated. All lots in a subdivision shall be buildable.

- A. [...] The depth of lot shall not ordinarily exceed two times the average width."

Review Criteria:

"17.72.035 Review Criteria. An amendment to the official zoning map may be authorized, provided that the proposal satisfies all relevant requirements of this ordinance, and also provided that the applicant demonstrates the following:

- A. The proposed amendment is consistent with the goals and policies of the comprehensive plan;
- B. The proposed amendment is orderly and timely, considering the pattern of development in the area, surrounding land uses, and any changes which may have occurred in the neighborhood or community to warrant the proposed amendment;
- C. Utilities and services can be efficiently provided to service the proposed uses or other potential uses in the proposed zoning district."

- 7. The following portions of the Three Mile Lane Overlay Ordinance (Ord. No. 4131 as amended by Ord. No. 4572) are applicable to the request:

General Provisions:

"Section 4. Policies: The following policies shall apply to the property described on the map in Exhibit 'A':

- a) The goals and policies of the McMinnville Comprehensive Plan, Volume II, and applicable regulations and standards in Volume III, and other city codes shall be adhered to.

- b) A one hundred twenty (120) foot setback from the centerline of Highway 18 shall be established both north and south of the highway.
- c) Access requirements adopted hereafter in an access plan for this area shall be adhered to. Provisions of the plan shall include:
  - 1. The minimization of entrances onto Three Mile Lane;
  - 2. The development of one-site circulation systems, connecting to adjoining properties, including public frontage roads;
  - 3. The provision of acceleration-deceleration lanes and left-turn refuges when and where necessary and practicable;
  - 4. The provision of bikeways along frontage roads or on-site circulation systems. Bikeway connections accessing Three Mile Lane shall be provided so that the frontage road or on-site circulation system can serve as an alternative route for cyclists traveling along Three Mile Lane.
- d) Landscaping and buffer strips along the highway frontage may be required including noise buffering methods, such as berms and/or plantings."

"Section 6. Procedures for Review:

- a) No development or signage may take place within the Three Mile Lane Planned Development Overlay without such development or signage gaining the approval of the Three Mile Lane Design Review Committee.
- b) Zone changes submitted for approval shall be processed under the requirements and standards for Chapter 17.51 of McMinnville Ordinance 3380 (Zoning Ordinance)."

**CONCLUSIONARY FINDINGS FOR APPROVAL**

- 1. The subject requests comply with the applicable McMinnville Comprehensive Plan Goals and Policies, 1981 (see Finding of Fact No. 5) as follows:
  - (a) Goal V-1 and V-2 and Policy 68.00 are satisfied by the request as additional housing stock will be added to the City when this site is developed; the application of the Uniform Building Code guarantees the quality of the housing; an urban level of services is available to serve the planned development; and the subject site is located in an area which has experienced recent residential and commercial development and is within the city limits of McMinnville, thereby promoting a compact urban form and encouraging conservation of all forms of energy.
  - (b) Policies 71.00 and 71.05 are satisfied by the request as approval of this request would add additional buildable residential land to the City's inventory. The submitted subdivision design proposes 29 platted lots on which would be constructed detached single-family homes.
  - (c) Goal VI-1 and Policies 117.00 and 118.00 are satisfied as the subdivision will contain public streets developed to City standards in terms of width, curb, gutter, and sidewalk

improvements, or as may otherwise be amended by this approval. The cul-de-sac street length standard, and the lot depth to width ratio standard are excepted by this approval due to specific site factors including the parcel's length and width; slope constraints; policies limiting access to Cumulus Avenue; and adjacent development patterns. Connecting roadways have adequate capacity to accommodate the expected trip generation from the subdivision. In addition, the development will provide a pedestrian connection to the public sidewalk located on the north side of Cumulus Avenue.

- (d) Goal VII 1 and Policies 99.00 and 142.00 are satisfied by the request as adequate levels of sanitary sewer collection, storm sewer and drainage facilities, municipal water distribution systems and supply, and energy distribution facilities, either presently serve or can be made available to serve the site. Additionally, the sewage treatment plant has adequate capacity to serve this site. All municipal water and sanitary sewer systems guarantee adherence to federal, state, and local quality standards.
  - (e) Policy 151.00 will be satisfied by the request in that the subject site will be converted in an orderly manner to urbanizable standards through the coordinated extension of utilities as addressed through the conditions of approval for this subdivision. The City shall continue to coordinate with the City Water and Light Department in the land use decision making process.
  - (f) Policy 155.00 is satisfied in that emergency services departments have given approval to the subject request and do not foresee complications with providing police and fire protection to the subject area.
  - (g) Policy 163.00 is satisfied in that payment of parkland system development charges (SDCs) will be required for each new residence constructed within this proposed subdivision. This revenue will be dedicated to the City for parkland purposes.
  - (h) Goal VIII-2 is satisfied in that the requested amendment and subsequent residential development are consistent with an area which is currently experiencing residential as well as commercial growth. Utilities are presently available or can be extended to serve the site in a cost effective and energy efficient manner. In addition, this site is provided with excellent solar access.
2. The subject request complies with the applicable requirements of the McMinnville Zoning Ordinance as follows:
- (a) Section 17.03.020 is satisfied by the request for the reasons enumerated in Conclusionary Finding for Approval No. 1.
  - (b) The applicable requirements of Section 17.21.010 of the McMinnville Zoning Ordinance are satisfied by the request, as a single-family residence is a permitted use in the R-4 zone.
  - (c) The subject request complies with the applicable requirements of Section 17.53.105(A) as the lot depth to width ratio standard are excepted by this approval due to specific site factors including the parcel's length and width.
  - (d) The applicable requirements of Section 17.72.035 (Review Criteria) of the McMinnville Zoning Ordinance are satisfied by the request in that the proposal is consistent with the goals and policies of the Comprehensive Plan as demonstrated in Conclusionary Findings for Approval No. 1 listed above. This request is orderly and timely considering

the pattern of development in the surrounding area and the intent to develop this land in a manner and at a density consistent with the City's amended Comprehensive Plan Map and with the Zoning Ordinance. Utilities and services are available to the subject site commensurate with the proposed subdivision's needs. This section is satisfied by the request as the proposed change is consistent with the applicable goals and policies of the McMinnville Comprehensive Plan (see Conclusionary Finding for Approval No. 1), and utilities and services can be provided to the subject property.

3. The subject request complies with the applicable requirements of the Three Mile Lane Overlay Ordinance (Ord. No. 4131 as amended by Ord. No. 4572) as follows:
  - (a) The goals and policies of the McMinnville Comprehensive Plan, Volume II are satisfied by the request for those reasons enumerated in the Conclusionary Findings for Approval No. 1.
  - (b) The subject site property line is greater than 120 feet from the Three Mile Lane centerline. All structures will be situated more than 120 feet from the centerline.
  - (c) Section 4(C) of the Three Mile Lane Ordinance is satisfied by the request as: (1) no new vehicular entrances are proposed to be created onto Three Mile Lane; (2) a public frontage road (Cumulus Avenue) exists to the south of this property, and the internal public street system connects to adjacent right-of-way enabling increased connectivity within the area; (3) and the expected trip generation from the proposed uses does not warrant any further improvements to the existing street system.
  - (d) The area between the residential development and the highway will be buffered with landscaping and a solid fence to complement adjacent development to the east.
  - (e) Any signage proposed from the development will conform to the requirements of Section 2(C) of Ordinance 4572 and will be submitted to the Three Mile Lane Design Review Committee for review and approval, thereby satisfying the requirements of Section 6(A) of the ordinance.
  - (f) This application is being processed under the requirements of Chapter 17.51 of McMinnville Ordinance 3380 thereby satisfying the requirements of Section 6(B) of the ordinance.

DRM:sjs



**Planning Department**  
 231 NE Fifth Street ◦ McMinnville, OR 97128  
 (503) 434-7311 Office ◦ (503) 474-4955 Fax  
[www.ci.mcminnville.or.us](http://www.ci.mcminnville.or.us)

<b>Office Use Only:</b>	
File No.	<u>ZC3-15</u>
Date Received	<u>10-18-15</u>
Fee	<u>217.50</u>
Receipt No.	<u>15m074</u>
Received by	<u>SF</u>

## Planned Development Application

### Applicant Information

**Applicant is:**    Property    Owner    Contract Buyer    Option Holder    Agent    Other \_\_\_\_\_

Applicant Name: Yamhill Community Development Corporation (DBA Community Home Builders)  
 Phone (503)-714-5265

Contact Name: Darrick Price, Executive Director Phone (503)857-2824  
*(If different than above)*

Address 1107 NE Baker St

City, State, Zip McMinnville, OR, 97128

Contact Email darrickp@communityhomebuilders.org

### Property Owner Information

Property Owner Name: Ipsen Trust Phone 503-364-3403  
*(If different than above)*

Contact Name: S.A Brown or Barbara Ipsen Phone 503-877-7134

Address 271 Cameo St., NW

City, State, Zip: Salem, OR, 97304

Contact Email: bullybuds@comcast.net

### Site Location and Description

*(If metes and bounds description, indicate on separate sheet)*

Property Address: 3055 NE Cumulus Ave, McMinnville, OR, 97128

Assessor Map No. R44 - 22DD- 00300 Total Site Area 7.19 Acres

Subdivision \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

Comprehensive Plan Designation: Residential Zoning Designation R-4

1. Show in detail your request for a Planned Development. State the reason(s) for the request and the intended use(s) of the property: \_\_\_\_\_

The proposed use of the property shall remain single family residential per the R-4 zoning. A subdivision had been approved for the site. However, the timeline for development of the approved subdivision had elapsed. Additionally, due to configuration of site and sloping on northern portion, a new plan was required. Thus, in place of the prior subdivision, Whispering Meadows subdivision is proposed which reconfigures the site into 29 lots for single-family detached homes. Whispering Meadows subdivision is engineered such that it mitigates matters related to slope, provides additional greenspace for homeowners, and a private park for neighborhood use. The elapsed time for development and the changes described above to the adopted master plan for the subdivision require new approval.

2. Describe the specific regulations this proposal wishes to modify (e.g., setbacks, density) and how the physical site conditions or objectives of the proposed development warrant a departure from those regulations:

- Where the North and South running streets are nearer the adjacent properties, the full right of way is to be in force and the a 10' utility easement will be established to service new homes. However, there will not be a utility easement established on side of street nearer adjacent properties as utility services shall not be required due to lot layout.
- Where the North and South running streets are nearer the adjacent properties, the full right of way is to be in force. However, there will be no sidewalk, and instead, the areas usually reserved for a planting strip and sidewalks will be merged into, a 10' wide bioswale engineered to capture and detain stormwater on-site. The bioswale will be planted with indigenous grasses, shrubs and trees, such that it provides screening for neighboring properties in addition to stormwater treatment.
- Whereas zoning ordinance 17.53.105 notes that "the depth of lot shall not ordinarily exceed two times the average width", in this case, due to the shape of the unsubdivided parcel and the requirement that lots not be less than 5,000 SF, the depth of the lot exceeds this ratio.
- The subdivision includes two cul-de-sacs which are greater than 400 ft in length. However, special physical conditions relative to the width of the site and access to its northern and southern boundaries warrant this departure from standard. The northern cul-de-sac shall be approximately 645 ft in length and the southern cul-de-sac shall be approximately 460 ft in length. This design is necessary given that the site is linear and approximately 185 feet wide, with access limited to the middle of the site on the east and west boundaries. Moreover, each cul-de-sac serves less than the maximum of 18 dwelling units, with the northern serving 14 and the southern serving 11.

3. Show in detail, by citing specific goals and policies, how your request is consistent with applicable goals and policies of the McMinnville Comprehensive Plan (Volume II): \_\_\_\_\_

- Goal V-1 and V-2 and Policy 68.00 are satisfied by the request since the applicant is proposing to provide 29 single family lots, under R-4 Zoning, which will provide added housing stock to the City when the subject property is developed; the application of the Uniform Building Code guarantees the quality of the housing; an urban level of services is available to serve the proposed development; and the subject property is located within an area which has experienced recent residential approvals and will promote a compact urban form thereby encouraging conservation of all forms of energy.
- Goal V-1 Policies, 64.00, 65.00, and, 66.00 are satisfied since the applicant is a private nonprofit developing the property for low and moderate income families which will be working with a number of governmental and intergovernmental agencies including, USDA/RD, HUD, Community Frameworks, Rural Community Assistance Corporation, and CASA of Oregon to provide lower construction costs and subsidized mortgages for low and moderate income families.
- Policies 71.00 and 71.05 are satisfied since the approval will add additional buildable residential lots to the City's inventory to meet future housing needs for all needed housing types, including housing for low and moderate income households. The tentative subdivision application submitted proposes the development of 29 lots on which would be constructed detached single family homes for low and moderate income families.
- Goal VI-1 and Policies 117.00 and 118.00 are satisfied since the proposed subdivision will contain a public street developed to City standards in terms of right-of-way, width, curb, and gutter improvements. Additionally, planter strips, sidewalks and bioswales are planned to manage foot-traffic, screening and stormwater retention. Connecting roadways have adequate capacity to accommodate the expected trip generation from the subdivision. Additionally, the proposed development will provide a public street connection between the existing River Park subdivision to the west and the Craftsman Landing Subdivision to the east.
- Goal VII-1 and Policy 99.00 is satisfied by the request since adequate levels of sanitary sewer collection, municipal water distribution systems and supply, and energy distribution facilities, either presently serve or can be made available to serve the site. Additionally, the sewage treatment plant has adequate capacity to serve the site. All municipal water and sanitary sewer systems guarantee adherence to federal, state and local quality standards.
- Goal VII-1 and Policies 142.00 and 143.00 are satisfied by the request since the proposed bioswales adhere to the City's recommendation that developments create the retention of natural drainage ways for storm water drainage.
- Policy 151 will be satisfied by the request since the subject property will be converted in an orderly manner to urbanizable standards through the coordinated extension of utilities which

will be addressed through the conditions or approval imposed by the City for this subdivision. The City will coordinate with the McMinnville Water and Light in the land use decision making process.

- Policy 155.00 will be satisfied when emergency services departments give approval to the subject request and will provide police and fire protection to the site.
- Policy 163.00 will be satisfied with the payment of parkland system development charges (SDCs) which are required for each new residence constructed within the proposed subdivision or by the development of a private park for neighborhood use.
- Goal VIII-2 will be satisfied since the tentative subdivision is consistent with an area which has recently experienced residential growth. Utilities are presently available or can be extended to serve the site in a cost effective and energy efficient manner.
- The request complies with the applicable requirements of the City Zoning Ordinance as follows:
  - Section 17.03.020 is satisfied by the request for the reasons provided above.
  - The applicable requirements of Section 17.21.010 of the City Zoning Ordinance are satisfied by the request, since single family detached and attached homes are permitted in the R-4 zone and all lots are greater than 5,000 SF.

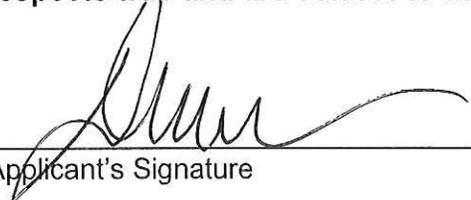
4. Considering the pattern of development in the area and surrounding land uses, show, in detail, how the proposal is orderly and timely:
  - The R-4 zone provides for single family detached and single-family dwellings with common walls. This zone allows the applicant to provide lot sizes compatible with the existing single-family detached homes in the River Park Subdivision to the west and the subdivision plan for single-family attached homes in the Craftsman Landing subdivision to the east. The applicant is proposing to develop 29 single-family detached lots with a proposed density of 4.03 units per acre. This request is orderly given its consistency with surrounding subdivisions, the Comprehensive Plan, and the Zoning Ordinance. The request is timely given the development of surrounding subdivisions which make utilities easily accessible and provide transportation connection between the River Park and Craftsman Landing subdivisions.
5. Describe any changes in the neighborhood or surrounding area which might support or warrant the request:
  - The recent development and construction of the Craftsman Landing subdivision to the east supports the development of single family homes within the R-4 zone.
6. Document how the site can be efficiently provided with public utilities, including water, sewer, electricity, and natural gas, if needed, and that there is sufficient capacity to serve the proposed use:
  - Electrical service is available from both east and west adjacent properties. Water service is available from the east adjacent property via American Dr with an 8" main. An 8" sanitary sewer line is located within the west adjacent property via Kingwood Drive or at Cumulus Ave. Stormwater will be collected and retained via bioswales running parallel to the north and south streets. Gas service is available via the east and west adjacent properties.

7. Describe, in detail, how the proposed use will affect traffic in the area. What is the expected trip generation?
- Assuming 10 trips per day per dwelling unit and with 29 units proposed, the expected trip generation is 290 trips per day. Traffic from the subject property will be added to E Kingwood Drive, NE Kingwood Street, NE American Drive, and Cumulus Avenue. The local street network within the subject property has been designed to direct traffic to these streets based upon each streets classification in the City's Master Transportation Plan.

In addition to this completed application, the applicant must provide the following:

- A site plan (drawn to scale, legible, and of a reproducible size) indicating existing and proposed features such as: access; lot and street lines with dimensions in feet; distances from property lines; improvements; north direction arrow, and significant features (slope, vegetation, adjacent development, drainage, etc.).
- A legal description of the subject site, preferably taken from the deed.  
**See enclosed Exhibit A in Subdivision Guaranty Report (Public Records Report) provided by Western Title & Escrow Company.**
- Payment of the applicable review fee, which can be found on the [Planning Department](#) web page.

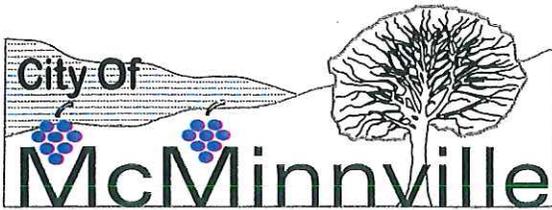
**I certify the statements contained herein, along with the evidence submitted, are in all respects true and are correct to the best of my knowledge and belief.**

  
 \_\_\_\_\_  
 Applicant's Signature

10/14/15  
 \_\_\_\_\_  
 Date

Barbara J. Spren  
 \_\_\_\_\_  
 Property Owner's Signature  
 S.A. Brown Trustee

07/23/15  
 \_\_\_\_\_  
 Date  
 7/23/15



**Planning Department**  
231 NE Fifth Street ◦ McMinnville, OR 97128  
(503) 434-7311 Office ◦ (503) 474-4955 Fax  
[www.ci.mcminnville.or.us](http://www.ci.mcminnville.or.us)

<b>Office Use Only:</b>
File No. <u>S3-15</u>
Date Received <u>10-15-15</u>
Fee <u>\$ 1015.00</u>
Receipt No. <u>15m0174</u>
Received by <u>SJA</u>

## Tentative Subdivision Application

### Applicant Information

Applicant is:  Property Owner  Contract Buyer  Option Holder  Agent  Other \_\_\_\_\_

Applicant Name Yamhill Community Development Corporation (DBA Phone 503-434-5265  
Community Home Builders.

Phone 503-857-2824

Contact Name \_\_\_\_\_  
(If different than above) Darrick Price, Executive Director

Address 1107 NE Baker St

City, State, Zip McMinnville, OR, 97128

Contact Email darrickp@communityhomebuilders.org

### Property Owner Information

Property Owner Name Ipsen Trust Phone 503-364-3403  
(If different than above)

Contact Name S.A. Brown or Barbara Ipsen Phone 503-877-7134

Address 271 Cameo St., NW

City, State, Zip Salem, OR, 97304

Contact Email bullybuds@comcast.net

### Site Location and Description

(If metes and bounds description, indicate on separate sheet)

Property Address 3055 NE Cumulus Ave, McMinnville, OR, 97128

Assessor Map No. R44 - 22DD- 00300 Total Site Area 7.19 Acres

Subdivision \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

Comprehensive Plan Designation Residential Zoning Designation R-4

**Subdivision Information**

1. What is this application for?

- Subdivision (10 (ten) or fewer lots)
- Subdivision (more than 10 (ten) lots)

2. Briefly describe the project: The development of a 29 lot residential subdivision, with 29 single-family detached homes. All lots will be at least 5,000 SF

The North end of the project will contain a small private park (Ipsen Park) for neighborhood use.

3. Name of proposed subdivision: Whispering Meadows

4. Size of proposed subdivision in acres or square feet: 7.19 Acres

5. Number of lots: 29 Minimum lot size: 5,030 SF

6. Number and type of Residential Units: 29 single-family detached.

7. Average lot size: 5,440 SF Gross density per acre of entire subdivision: 4.03 units per acre

8. Total anticipated population: 82

9. Size of park(s)/open space in acres or square feet: 1.63 Acres

10. General description of the subject site and current land use: The site is located within the McMinnville city limits and is zoned R-4. The majority of the site is covered in indigenous grasses, bushes and scattered trees. There are no structures on the site.  
The Yamhill River borders the north with street stubs to the east and west.

11. Describe existing uses and zoning of surrounding properties:

	<u>Zoning</u>	<u>Current Use</u>
North	<u>F-P</u>	<u>South Yamhill River - ravine</u>
South	<u>M-L</u>	<u>Cumulus Avenue and Hwy 18</u>
East	<u>R-1</u>	<u>Craftsman Landing Sub - Single-Fam Attached</u>
West	<u>R-4</u>	<u>River Park Sub - Single-Fam Detached Homes</u>

12. Describe the topography of the subject site:

The property is topographically flat with a negligible downward slope to the north where the site slopes to a ravine. A geotechnical report was conducted establishing setbacks for both buildings and roadways. The findings of the geotechnical report were incorporated into the design of this subdivision, the setbacks are noted on the plat, and, the geotechnical report is attached.

13. Does the site contain any existing structures, wells, septic tanks? Explain Several buildings were removed after 2006. There is a remaining well which must be abandoned and some power conduit. Both are marked on the existing conditions plan.

14. How will the proposed subdivision be served by utilities? Note the location and size of all service lines (water, sanitary sewer, storm sewer, natural gas, electricity). Electrical service is available from both east and west adjacent properties. Water service is available from the east adjacent property via American Dr with an 8" main. A 8" sanitary sewer line is located within the west adjacent property via Kingwood Dr or at Cumulus Ave. Stormwater will be retained on-site via bioswales. Gas service is available via the east and west adjacent properties.

15. What is the anticipated date construction will begin? Spring, 2016

16. What is the anticipated date of completion? Summer, 2016

17. If applicable, explain how the subdivision will be phased? Phasing is not anticipated.

18. Does your tentative subdivision plan delineate the general location of all previously recorded easements and encumbrances presently binding upon the subdivision site? (A current title report or subdivision guarantee for the site would disclose such easements or encumbrances).

Yes  No  N/A

19. Does your tentative subdivision plan delineate necessary access and utility easements?

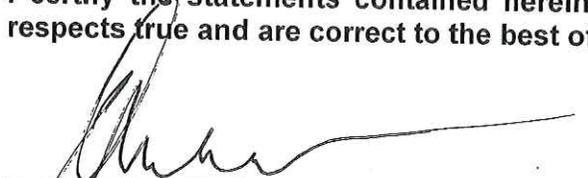
Yes  No  N/A

In addition to this completed application, the applicant must provide the following:

A site plan (drawn to scale, with a north arrow, legible, and of a reproducible size), tentative subdivision plan, and supplementary data. Tentative plans should be accompanied by improvement plans so that the general programs and objectives are clear to the reviewer. The information to be included in the tentative subdivision plan as listed in the information sheet and in [Section 17.53.070 \(Submission of Tentative Subdivision Plan\)](#) of the Zoning Ordinance. If of a larger size, provide five (5) copies in addition to **an electronic copy** with the submittal.

Payment of the applicable review fee, which can be found on the [Planning Department](#) web page.

I certify the statements contained herein, along with the evidence submitted, are in all respects true and are correct to the best of my knowledge and belief.

  
Applicant's Signature

10/14/15  
Date

  
Property Owner's Signature  
S. A. Brodm Trustee

07/23/15  
7/23/15

## PUBLIC RECORDS REPORT

THIS REPORT IS FOR THE EXCLUSIVE USE OF:

**Yamhill Community Development Corp/ aka Community Home Builders**  
**Attention: Darrick Price**  
**1107 NE Baker Street**  
**McMinnville, OR 97128**

Date Prepared: **September 08, 2015**

Report Number: **106962**

Fee: **\$200.00**

### CONDITIONS, STIPULATIONS AND DEFINITIONS

(I) Definitions:

- (a) "Customer": The person or persons named or shown on this cover sheet.
- (b) "Effective date": The title plant date of **August 26, 2015**.
- (c) "Land": The land described, specifically as by reference, in this public record report and improvements affixed thereto which by law constitute real property.
- (d) "Liens and encumbrances": Include taxes, mortgages, and deeds of trust, contracts, assignments, rights of way, easements, covenants, and other restrictions on title.
- (e) "Public records": Those records which by the laws of the State of Oregon impart constructive notice of matters relating to said land.

(II) Liability of **Western Title & Escrow Company**:

- (a) THIS IS NOT A COMMITMENT TO ISSUE TITLE INSURANCE AND DOES NOT CONSTITUTE A POLICY OF TITLE INSURANCE.
- (b) The liability of **Western Title & Escrow Company** for errors or omissions in this public record report is limited to the amount of the fee paid by the customer, provided, however, that **Western Title & Escrow Company** has no liability in the event of no actual loss to the customer.
- (c) No costs of defense, or prosecution of any action, is afforded to the customer.
- (d) In any event, **Western Title & Escrow Company** assumes no liability for loss or damage by reason of the following:
  - 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, encroachments, shortage in area, conflicts in boundary lines or any other facts which a survey would disclose.
5. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights or claims or title to water.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in this report, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
7. Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of an improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at the effective date hereof.
8. Any governmental police power not excluded by (II)(d)(7) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at the effective date hereof.
9. Defects, liens, encumbrances, adverse claims or other matters created, suffered, assumed, agreed to or actually known by the customer.

(III) Report Entire Contract:

Any rights or actions or rights of action that the customer may have or may bring against **Western Title & Escrow Company** arising out of the subject matter of this report must be based on the provisions of this report. No provision or condition of this report can be waived or changed except by a writing signed by an authorized officer of **Western Title & Escrow Company**. By accepting this form report, the customer acknowledges and agrees that the customer has been afforded the opportunity to purchase a title insurance policy but has elected to utilize this form of public record report and accepts the limitation of liability of **Western Title & Escrow Company** as set forth herein.

(IV) Fee:

The fee charged for this Report does not include supplemental reports, updates or other additional services of **Western Title & Escrow Company**.

## REPORT

Report Number: 106962

Effective Date: August 26, 2015 at 5:00 p.m.

**A. The land referred to in this public record report is located in the County of Yamhill, State of Oregon, and is described as follows:**

SEE ATTACHED EXHIBIT "A"

**B. As of the effective date and according to the public records, we find title to the land apparently vested in:**

Barbara J. Ipsen and James A. Brown, Trustees of the Ipsen Living Trust dated November 2, 2005

**C. And as of the effective date and according to the public records, the land is subject to the following liens and encumbrances, which are not necessarily shown in the order of priority:**

1. 2015-2016 taxes a lien in an amount to be determined, but not yet payable.
2. City liens, if any, of the City of McMinnville.
3. The rights of the public in and to that portion of the herein described property lying within the limits of roads and highways.
4. Any adverse claim based on the assertion that:
  - (a) Said land or any part thereof is now or at any time has been below the ordinary high water mark of The Yamhill River.
  - (b) Some portion of said land has been created by artificial means or has accreted to such portion so created.
  - (c) Some portion of said land has been brought within or removed from the boundaries thereof by a change in the location of The Yamhill River.
5. Rights of the public, riparian owners and of governmental bodies in that portion of the above described property lying below the high water mark of The Yamhill River as to the use of the waters and the natural flow thereof.
6. An easement created by instrument, including the terms and provisions thereof,

Dated:	August 4, 1972
Recorded:	August 8, 1972
Document No.:	90-1428, Yamhill County Records
In favor of:	The City of McMinnville

7. An easement created by instrument, including the terms and provisions thereof,  
 Dated: June 7, 1973  
 Recorded: June 26, 1973  
 Document No.: 94-2413, Yamhill County Records  
 In favor of: The City of McMinnville
8. Limited access in deed to the State of Oregon, by and through its Department of Transportation, Highway Department, which provides that no right or easement of right of access to, from, or across the State Highway other than expressly provided therein shall attach to the abutting property.  
 Recorded: January 12, 1989  
 Document No.: 229-0081, Yamhill County Records
9. Easement in favor of the State of Oregon, by and through its Department of Transportation, as disclosed in Warranty Deed  
 Dated: January 24, 2002  
 Recorded: February 1, 2002  
 Document No.: 200202388, Yamhill County Records
- Jurisdictional Transfer Document,  
 Recorded: April 1, 2008  
 Document No.: 200805663, Yamhill County Records
10. Unrecorded contract, including the terms and provisions thereof, dated September 8, 2006, a Memorandum of which was  
 Recorded: September 12, 2006  
 Document No: 200621066, Yamhill County Records  
 Seller: Barbara J. Ipsen and James A. Brown, Trustees of the Ipsen Living Trust dated November 2, 2005  
 Buyer: Colton Fettig Company, LLC, an Oregon limited liability company
- The interest of Colton Fettig Company, LLC, an Oregon limited liability company in said contract was assigned by a Non-Merger Deed in Lieu of Foreclosure.  
 Recorded: August 27, 2008  
 Document No: 200814728, Yamhill County Records  
 To: Barbara J. Ipsen and James A. Brown, Trustees of the Ipsen Living Trust dated November 2, 2005

#### END OF REPORT

Any questions concerning the Public Records Report should be directed by email to [titleofficersupport@westerntitle.com](mailto:titleofficersupport@westerntitle.com).

Order No. 106962

**Exhibit "A"**

Being part of the I.M. Johns Donation Land Claim, Notification No. 1238, Claim No. 81 and part of the Reuben Harris Donation Land Claim, Notification No. 1232, Claim No. 80 in Section 22, Township 4 South, Range 4 West of the Willamette Meridian, Yamhill County, Oregon, said part being more particularly described as follows:

Beginning at a point in the center of the McMinnville-Dayton County Road at a point 32.35 chains West from the Northeast corner of said I. M. Johns Claim; thence North 22.11 chains to a point on the line between the Johns and Harris Claims; thence North 51°00' West with the line of Harris and Johns Claims 2.83 chains to the most Westerly corner of said Harris Claim in the Yamhill River; thence North 53°30' East with the line of the Harris and Snelling Claims and in the Yamhill River 4.15 chains; thence South 32°05' East 2.996 chains; thence South 23.82 chains to a point in the center of said County Road; thence West along center of said road 2.727 chains (180.0 feet) to the Place of Beginning.

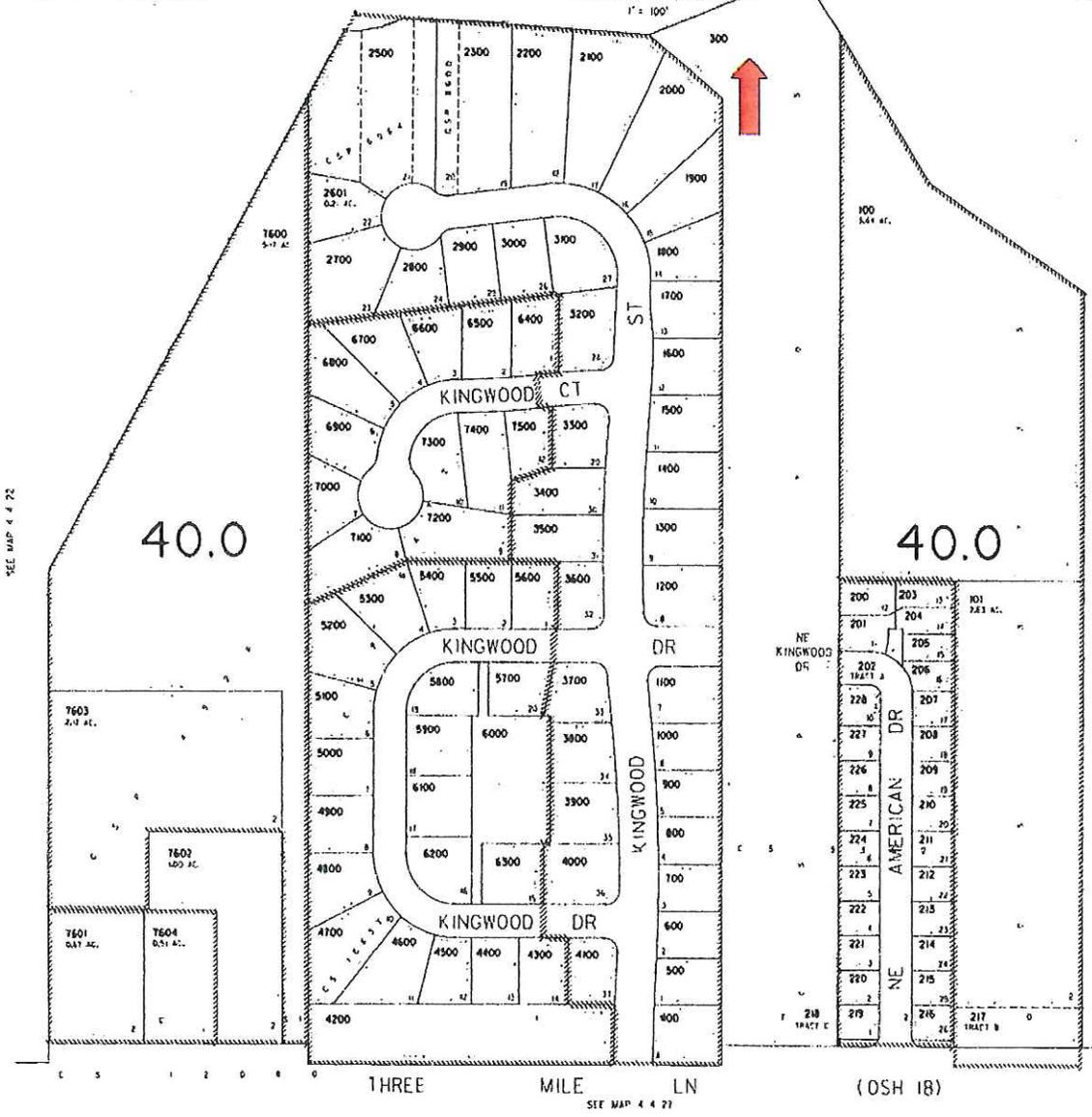
EXCEPTING THEREFROM that portion conveyed to The State of Oregon, by and through its Department of Transportation by Conveyance of Access Rights recorded January 12, 1989 as Document No. 229-0081, Yamhill County Records and by Warranty Deed recorded February 1, 2002 as Document No. 200202388, Yamhill County Records.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY.

SE 1/4 SE 1/4 SEC 22 T4S R4W W.M. YAMHILL COUNTY

4 4 22C MCMINNVILL

CANCELLED 2400 2401 2600



SEE MAP 4 4 22

SEE MAP 4 4 23

7603  
2.17 AC.

7602  
1.23 AC.

7601  
0.57 AC.

7604  
0.57 AC.

200  
201  
202  
203  
204  
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206  
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208  
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214  
215  
216  
217

NE KINGWOOD DR

AMERICAN DR

NE AMERICAN DR

218 TRACT C

217 TRACT B

THREE MILE LN

(OSH 18)

4 4 22D

SEE MAP 4 4 21

NON-MERGER DEED IN LIEU OF FORECLOSURE  
Colton Fettig Company, Inc., formerly known as Colton  
Fettig Company, LLC

to  
Barbara J. Ipsen and James A. Brown, Trustees of the  
Ipsen Living Trust dated November 2, 2005

SEND ALL TAX STATEMENTS TO:

3055 N.E. Three-Mile Lane  
McMinnville, Oregon 97128

AFTER RECORDING, RETURN TO:

Drabkin, Tankersley & Wright, LLC  
P.O. Box 625  
McMinnville, Oregon 97128

OFFICIAL YAMHILL COUNTY RECORDS  
JAN COLEMAN, COUNTY CLERK

200814728

\$41.00



00308154200800147280040044

08/27/2008 03:10:21 PM

DMR-DDMR Cnt=1 Stn=2 ANITA

\$20.00 \$10.00 \$11.00

### NON-MERGER DEED IN LIEU OF FORECLOSURE

THIS AGREEMENT IS MADE this \_\_\_ day of July, 2008, by and between **Barbara J. Ipsen and James A. Brown, Trustees of the Ipsen Living Trust dated November 2, 2005**, ("Seller") and **Colton Fettig Company, Inc., formerly known as Colton Fettig Company, LLC**, ("Buyer").

#### RECITALS

A. The title to the real property described on the attached Exhibit A ("the property") is vested in Seller, subject to the vendee's interest of Buyer under a contract of sale dated September 8, 2006, and its amendment dated January 5, 2008 ("the contract"); and

B. Because of Buyers' default, the contract is now subject to immediate foreclosure; and

C. Buyer is unable to perform Buyer's obligations under the contract and has requested Seller to accept an absolute (non-merger) deed of conveyance of the property in satisfaction of all Buyer's obligations under the contract; and

D. Seller now agrees to this request.

NOW, THEREFORE on consideration of Seller's waiver of rights against Buyer under the contract, **Colton Fettig Company, Inc., formerly known as Colton Fettig Company, LLC**, hereby grants, bargains, sells and conveys unto **Barbara J. Ipsen and James A. Brown, Trustees of the Ipsen Living Trust dated November 2, 2005**, Seller's heirs, successors and assigns, all the real property ("the property") situated in Yamhill County, Oregon as described in Exhibit A which is a part of this deed, together with the tenements, hereditaments and appurtenances belonging or anyway appertaining to the property; to have and to hold the same unto Seller, Seller's heirs, successors and assigns forever.

Buyer, for Buyer's heirs and legal representatives covenants to and with Seller that the property is free and clear of encumbrances except Buyer's interest under the contract and further except any encumbrances described on Exhibit A or encumbrances allowed or suffered by Seller. Buyer will warrant and forever defend the property, and every part and parcel thereof against the lawful claims and demands of all persons, other than the liens above expressly accepted.

This deed is intended as a conveyance, absolute and legal effect as well as in form, of the ownership and title to the property to Seller and of all equitable interest, redemption or other rights which Buyer may have in the property. This deed is not a mortgage, contract or security device of any kind. Possession of the property is surrendered and delivered to Seller. This deed does not effect a merger of the vendor's and vendee's interest in the contract described above. The vendor's and vendee's interest shall hereafter remain separate and distinct. Buyer hereby waives, surrenders, conveys and relinquishes any equity of redemption and statutory rights of redemption concerning the real property and the contract described above. Seller may retain any and all payments previously made on the obligation with no duty to account therefor. Buyer is not acting under any misapprehension to the effect of this deed or under any duress, undue influence, or misrepresentation by Seller, Seller's representatives, agents or attorneys.

This deed is not given as a preference over Buyer's other creditors. At this time there is no person, co-partnership, corporation or other entity, other than Seller, and the lien holders, if any, described on Exhibit C interested in the property directly or indirectly in any manner.

This deed has been prepared by Drabkin, Tankersley & Wright, LLC, attorneys for Barbara J. Ipsen and James A. Brown, Trustees of the Ipsen Living Trust dated November 2, 2005 who have not represented or advised Buyer. Buyer has been advised and represented by Lindsay, Hart, Neil & Weigler, LLP.

Ticor Title Insurance Company 3626004858

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING THE PROPERTY SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST THE FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

The true and actual consideration for this transfer, stated in terms of dollars is \$-0-; however, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

By acceptance of this deed, Seller covenants and agrees that Seller shall forever forbear taking any action whatsoever to collect a judgment against Buyer on the contract above described, other than by foreclosure of the contract, and that in any proceeding to foreclose the contract, it shall not seek, obtain or permit a deficiency judgment against Buyer, Buyer's heirs or assigns, such rights and remedies being hereby waived. In the event bankruptcy is filed hereafter and litigation occurs to recover any consideration given hereunder, this release by Seller will be deemed null and void.

SELLER

Barbara J. Ipsen  
Barbara J. Ipsen, Trustee of the Ipsen Living Trust dated November 2, 2005  
James A. Brown  
James A. Brown, Trustees of the Ipsen Living Trust dated November 2, 2005

BUYER

COLTON FETTIG COMPANY, INC.,  
formerly known as Colton Fettig Company, LLC

By: Charles W. Fettig  
President

By: Graham Colton  
Secretary

STATE OF OREGON )  
County of Multnomah ) ss.

On August 11, 2008, personally appeared Charles W. Fettig, President, and Graham Colton, Secretary, who, each being first duly sworn, did say that the former is the president and that the latter is the secretary of Colton Fettig Company, Inc., (formerly known as Colton Fettig Company, LLC), a corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Karen Tate  
Notary Public for Oregon

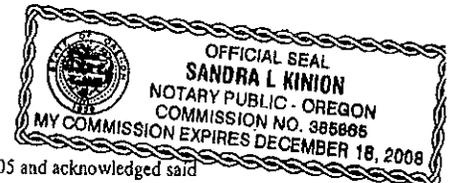


STATE OF OREGON )  
County of Yamhill ) ss.

Personally appeared Barbara J. Ipsen, as Trustee of the Ipsen Living Trust dated November 2, 2005 and acknowledged said instrument to be her free act and deed.

Before me:

Sandra L. Kinion  
Notary Public for Oregon

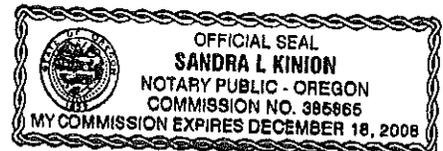


STATE OF OREGON )  
County of Yamhill ) ss.

Personally appeared James A. Brown, as Trustee of the Ipsen Living Trust dated November 2, 2005 and acknowledged said instrument to be her free act and deed.

Before me:

Sandra L. Kinion  
Notary Public for Oregon



## EXHIBIT A

### Legal Description

Being a part of the I.M. Johns Donation Land Claim, Notification No. 1238, Claim No. 81 and part of the Reuben Harris Donation Land Claim, Notification No. 1232, Claim No. 80 in Section 22 in Township 4 South, Range 4 West of the Willamette Meridian, Yamhill County, Oregon, said part being more particularly described as follows: Beginning at a point in the center of the McMinnville-Dayton County Road at a point 32.35 chains West from the Northeast corner of said I.M. Johns Claim; thence North 22.11 chains to a point on the line between the Johns and Harris Claims; thence North  $51^{\circ}00'$  West with line of Harris and Johns Claims 2.83 chains to the most Westerly corner of said Harris Claim in the Yamhill River; thence North  $53^{\circ}30'$  East with line of the Harris and Snelling Claims and in the Yamhill River 4.15 chains; thence South  $32^{\circ}05'$  East 2.996 chains; thence South 23.82 chains to point in the center of said County Road; thence West along center of said road 2.727 chains (180.0 feet) to place of beginning.

SAVE AND EXCEPTING THEREFROM: A parcel of land lying in the Isaiah M. John Donation Land Claim No. 81, Section 22, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon and being a portion of that property described in that deed to Barbara J. Ipsen, recorded June 21, 1994 as Instrument No. 199499805, Records of Yamhill County; the said parcel being that portion of said property included in a strip of land 7.100 meters in width, lying on the Northerly side of the "FR" center line which center line is described as follows: Beginning at Engineer's center line Station "FR" 21+980, said station being 32.765 meters North and 571.498 meters West of the Southeast corner of Section 22, Township 4 South, Range 4 West, Willamette Meridian; thence South  $87^{\circ}51'00''$  East 620 meters to Engineer's center line Station "FR" 22+600. ALSO that portion of said property lying Southerly of said center line.

SUBJECT TO the matters shown on Exhibit B.

## EXHIBIT B

### SUBJECT TO:

1. Rights of the public in and to that portion lying within streets, roads and highways.
2. Any adverse claim based upon the assertion that: (a) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the South Yamhill river or has been formed by accretion to any such portion; (b) Some portion of said property has been created by deposit of artificial fill; and EXCEPTING (c) The rights of the public and governmental bodies for fishing, navigation and commerce in and to any portion of the premises herein described, lying below the high water line of the South Yamhill River; and (d) The right, title and interest of the State of Oregon in and to any portion lying below the high water line of the South Yamhill River.
3. Easement for water line, including the terms and provisions thereof, from Marion L. And Lois M. Phillips to the City of McMinnville, recorded August 4, 1972 in Film Volume 90, page 1428, Deed and Mortgage Records.
4. Easement for sewer line, including the terms and provisions thereof, from Marion and Lois Phillips and Paul and Violet Bishop to the City of McMinnville, recorded June 26, 1973 in Film Volume 94, page 2413, Deed and Mortgage Records.
5. Easement for sewer line, including the terms and provisions thereof, from Marion and Lois Phillips and Paul and Violet Bishop to the City of McMinnville, recorded July 5, 1973 in Film Volume 95, page 193, Deed and Mortgage Records.
6. Conveyance of Access Rights, including the terms and provisions thereof, from Violet F. Ipsen and Barbara J. Ipsen to the State of Oregon, recorded January 12, 1989 in Film Volume 229, page 81, Deed and Mortgage Records.
7. Easement and conveyance of access rights for slopes and utilities as contained in Warranty Deed, including the terms and provisions thereof, from Barbara J. Ipsen to the State of Oregon, recorded February 1, 2002 as Recording No. 2002-02388.

## **Deed Restrictions**

The following are a list of deed restrictions to be applied to the lots in Whispering Meadows.

1. HOA -- for ownership and maintenance of Tract A and Tract B, including a small private park in Tract B. Additionally, the HOA will provide for the maintenance of bioswales. Language for deed restriction to be approved by the city before final plat is recorded.



**Real-World Geotechnical Solutions**  
**Investigation • Design • Construction Support**

Revised September 14, 2015  
Project No. 15-3847

Darrick Price  
**Community Home Builders**  
1107 NE Baker Street  
McMinnville, Oregon 97128

Via Email: Darrick Price (darrickp@communityhomebuilders.org)

**SUBJECT: SLOPE SETBACK RECOMMENDATIONS**  
**WHISPERING MEADOWS SUBDIVISION FKA RIVERVIEW MEADOWS**  
**3055 NE CUMULUS AVENUE**  
**MCMINNVILLE, OREGON**

Reference: GeoPacific Engineering, Inc., Geotechnical Report, Riverview Meadows  
Subdivision, 3055 NE Cumulus Avenue, McMinnville, Oregon, December 4, 2006.

GeoPacific Engineering, Inc., Additional Discussion on Lateral Spreading, Riverview  
Meadows Subdivision, 3055 NE Cumulus Avenue, McMinnville, Oregon, December  
6, 2006.

GeoPacific Engineering, Inc., Additional Discussion on Cul-De-Sac Stability,  
Riverview Meadows Subdivision, 3055 NE Cumulus Avenue, McMinnville, Oregon,  
February 15, 2007

As requested, this report presents updated slope stability analyses and slope setback recommendations for the above-referenced project in McMinnville, Oregon (Figure 1). GeoPacific Engineering, Inc. (GeoPacific) previously performed a geotechnical investigation of the site and presented recommendations for project development in the above-referenced report, dated December 4, 2006. GeoPacific also prepared a letters regarding lateral spreading and the stability of the cul-de-sac, dated December 6, 2014 and February 15, 2007, respectively.

#### **UPDATED SLOPE STABILITY ANALYSES**

We performed an updated, quantitative slope stability analysis to evaluate the stability of the slope under existing conditions and to develop slope setback recommendations. The slope topography, subsurface geometry, and other conditions modeled in the analyses are based on geologic cross section A-A' as presented in our previous geotechnical report, dated December 4, 2006. The approximate location of geologic cross section A-A' is shown on the attached Site Plan (Figure 2).

The slope was modeled as a layer system consisting of four homogenous layers. Groundwater was not encountered during our investigation; however, we conservatively assumed a piezometric surface within the middle two layers. Soil strength parameters used in the model have been

revised from those assumed in our previous geotechnical report, and were selected based SPT N-value correlations and our local experience with similar soil and geologic conditions. The parameters assumed in the slope stability calculations are summarized in Table 1.

**Table 1 - Summary of Assumed Soil Strength Parameters**

Geologic Unit	Unit Weight (pcf)	Friction Angle	Cohesion (psf)
Stiff Silt (ML)	130	34°	50
Medium Stiff Silt (ML)	125	27°	25
Stiff Clayey Silt (ML)	125	30°	100
Clayey Silt with dense Sand (ML)	130	32°	150

Slope stability analyses were performed using the SLOPE/W computer program developed by Geo-Slope International of Calgary, Canada. This numerical analysis program utilizes a two-dimensional limiting equilibrium method to calculate the factor of safety of a potential slip surface and incorporates search routines to identify the most critical potential failure surfaces for the cases analyzed. Factors of safety were calculated using Spencer's method of slices.

Graphic plots of the slope model and analysis output plots are attached to this report. Results of the slope stability factor of safety calculations are presented in Table 2.

**Table 2 - Summary of Slope Stability Analysis Results**

Cross Section	Slope Conditions	Factor of Safety (Static Conditions)	Factor of Safety (Seismic Conditions)
A-A'	Existing Conditions	0.99	0.77
A-A'	20-foot setback from top of slope	1.36	1.01
A-A'	50-foot setback from top of slope	1.62	1.12

Our slope stability analysis indicates that the factor of safety is at least 1.5 for a slope setback of 50 feet. This slope setback is recommended for buildings, as discussed in the subsequent report section.

**SLOPE SETBACK RECOMMENDATIONS - BUILDINGS**

In our previous geotechnical report for the site, dated December 4, 2006, we recommended a minimum horizontal setback distance of 50 feet from top of slope for buildings (without H-piles installed in the slope). This recommendation remains applicable. The results of our slope stability analyses indicate that the static and seismic factors of safety at this setback distance are 1.62 and 1.12, respectively, which is acceptable. Minimum factors of safety for buildings are typically 1.5 for the static condition and 1.1 for the seismic condition.

## **SLOPE SETBACK RECOMMENDATIONS - ROADWAYS**

In our previous report for the site titled *Additional Discussion on Cul-De-Sac Stability*, we stated that a reduced factor of safety is acceptable for roadways. For roadways, the minimum recommended factors of safety are 1.25 for the static condition and 1.0 for the seismic condition, in accordance with local standards of practice. It is our understanding that in Oregon the standard factor of safety requirement for slope stability of roadways is 1.25 for the static condition.

Based on the results of our slope stability analysis, the static factor of safety is 1.36 at a distance of 20 feet from the top of slope. Also, the factor of safety for the seismic condition is 1.01. Therefore, from a geotechnical perspective, a horizontal setback distance of 20 feet is suitable for roadways on the site (without H-piles installed in the slope).

## **UNCERTAINTIES AND LIMITATIONS**

We have prepared this report for the owner and their consultants for use in design of this project only. This report should be provided in its entirety to prospective contractors for bidding and estimating purposes; however, the conclusions and interpretations presented in this report should not be construed as a warranty of the subsurface conditions. Experience has shown that soil and groundwater conditions can vary significantly over small distances. Inconsistent conditions can occur between explorations that may not be detected by a geotechnical study. If, during future site operations, subsurface conditions are encountered which vary appreciably from those described herein, GeoPacific should be notified for review of the recommendations of this report, and revision of such if necessary.

Our analyses did not evaluate liquefaction hazards for the site. Mapping from the Oregon Department of Geology and Mineral Industries indicates that the site is characterized by a moderate liquefaction hazard.

Sufficient geotechnical monitoring, testing and consultation should be provided during construction to confirm that the conditions encountered are consistent with those indicated by explorations. Recommendations for design changes will be provided should conditions revealed during construction differ from those anticipated, and to verify that the geotechnical aspects of construction comply with the contract plans and specifications.

Within the limitations of scope, schedule and budget, GeoPacific attempted to execute these services in accordance with generally accepted professional principles and practices in the fields of geotechnical engineering and engineering geology at the time the report was prepared. No warranty, expressed or implied, is made. The scope of our work did not include environmental assessments or evaluations regarding the presence or absence of wetlands or hazardous or toxic substances in the soil, surface water, or groundwater at this site.

Whispering Meadows Subdivision  
Project No. 15-3847

We appreciate this opportunity to be of service.

Sincerely,

GEO PACIFIC ENGINEERING, INC.



*Expires: 12/31/15*  
Benjamin G. Anderson, P.E.  
Project Engineer



EXPIRES: 06/30/20 17

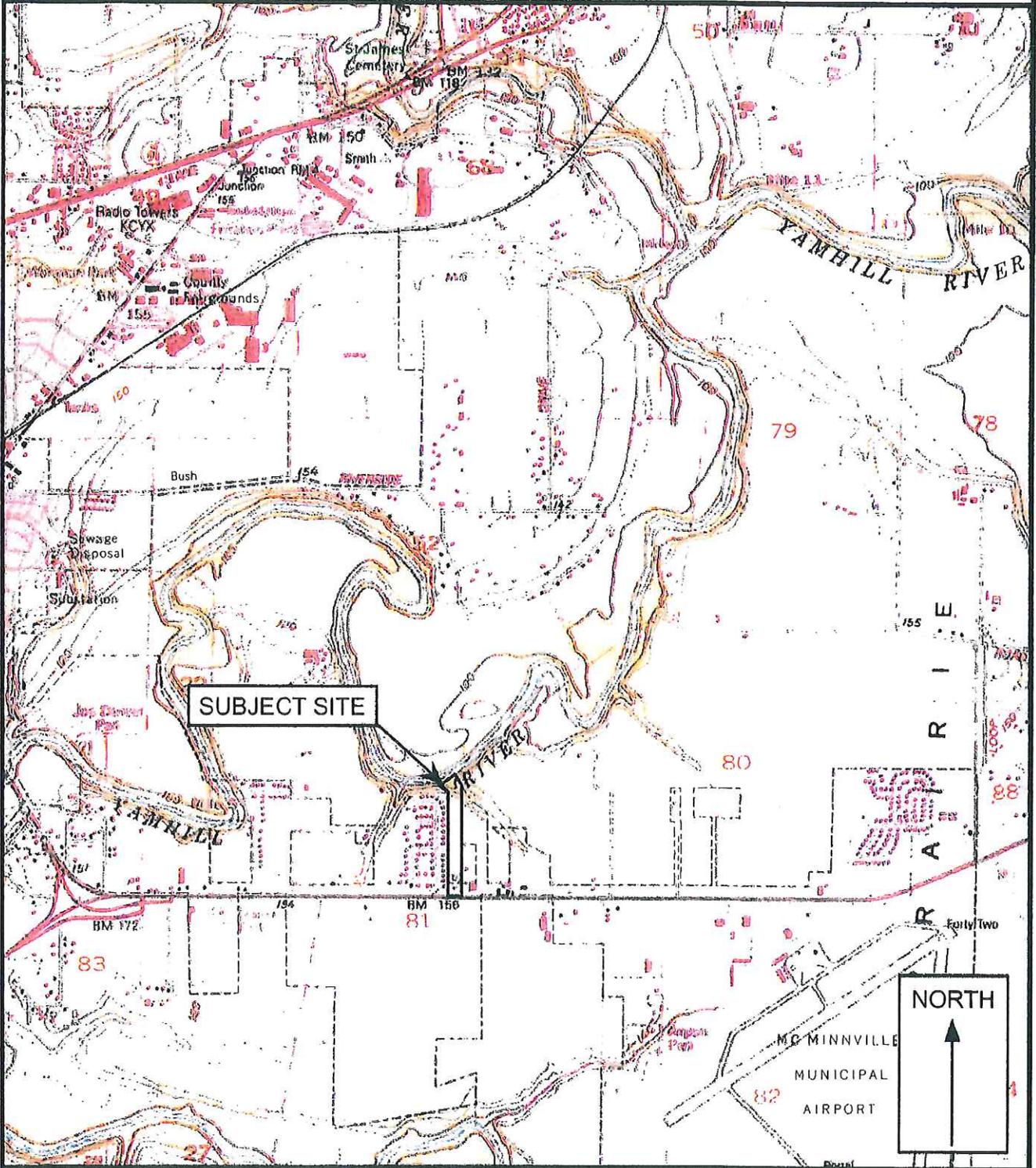
James D. Imbrie, G.E., C.E.G.  
Principal Geotechnical Engineer

Attachments: Figure 1 - Vicinity Map  
Figure 2 - Site Plan and Cross Section  
Slope Stability Graphical Plots (6 Pages)



7312 SW Durham Road  
 Portland, Oregon 97224  
 T: 503.598.8445 F: 503.598.8705

### VICINITY MAP



**Legend**

Approximate Scale 1 in = 2,000 ft

Date: 09/14/15

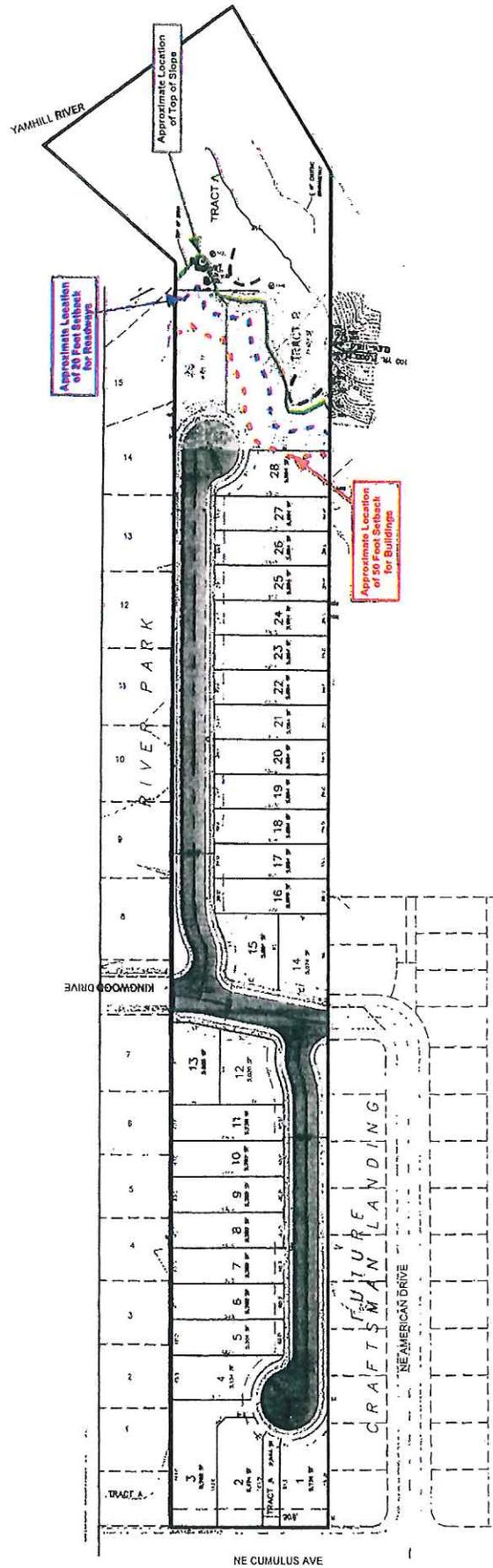
Drawn by: BGA

Base map: U.S. Geological Survey 7.5 minute Topographic Map Series, McMinnville, Oregon Quadrangle, 1957 (Revised 1992)

Project: Whispering Meadows Subdivision  
 McMinnville, Oregon

Project No. 15-3847

FIGURE 1



SCALE  
0 120 240 FEET  
1 IN = 120 FT

Legend

- A-A Location of Geologic Cross Section
- - - Location of Landslide Scarp

Note: Location of all geotechnical information is approximate.

**SITE PLAN AND CROSS SECTION**

7312 SW Durham Road  
Portland, Oregon 97224  
Tel: (503) 598-8445 Fax: (503) 598-8705

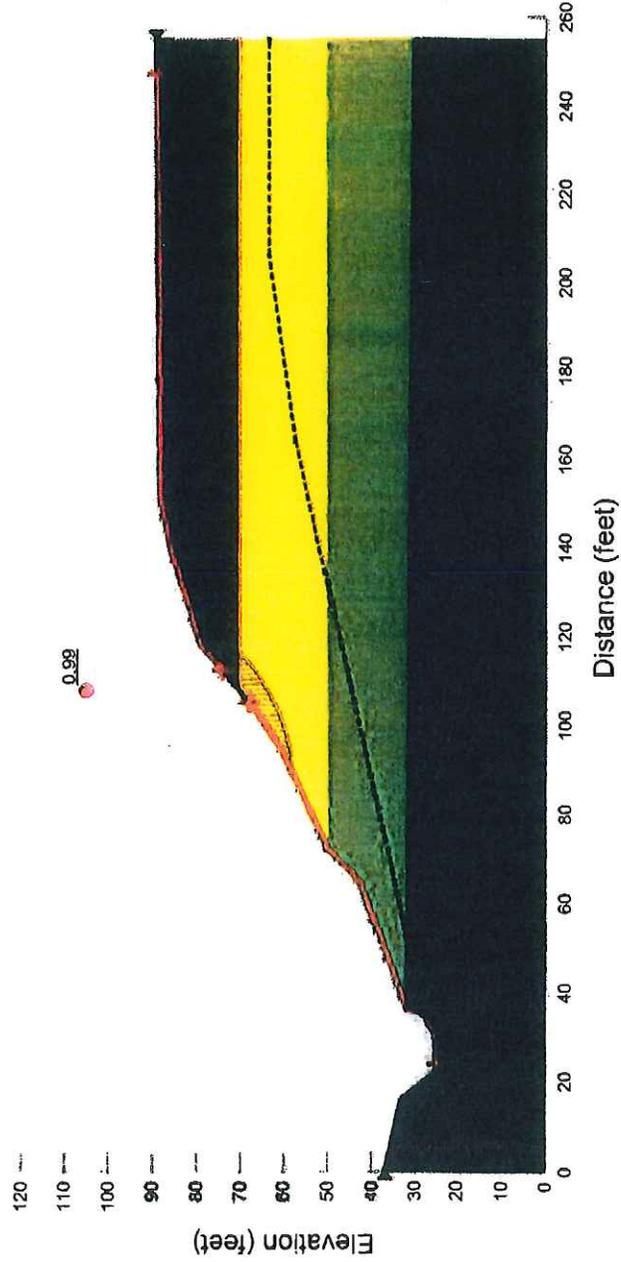
**Geo Pacific**  
McMinnville, Oregon

Project: Whispering Meadows Subdivision  
Project No. 15-3847  
Drawn By: BGA  
FIGURE 2

Riverview Meadows Section A-A' - Existing Conditions

Name: Upper stiff SILT    Unit Weight: 130 pcf    Cohesion: 50 psf    Phi: 34 °  
Name: Middle medium stiff SILT    Unit Weight: 125 pcf    Cohesion: 25 psf    Phi: 27 °  
Name: Lower stiff Clayey SILT    Unit Weight: 125 pcf    Cohesion: 100 psf    Phi: 30 °  
Name: Lowest Clayey SILT with dense SM    Unit Weight: 130 pcf    Cohesion: 150 psf    Phi: 32 °

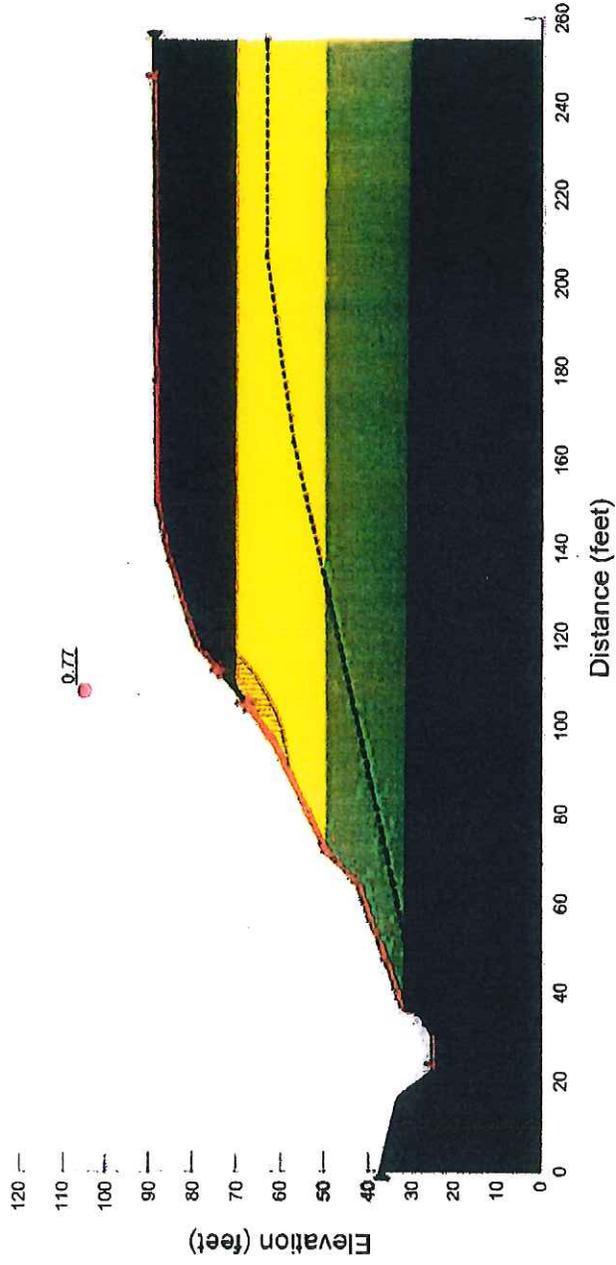
Static Factor of Safety: 0.99



Riverview Meadows Section A-A' - Existing Conditions - Seismic Condition

Name: Upper stiff SILT    Unit Weight: 130 pcf    Cohesion: 50 psf    Phi: 34 °  
Name: Middle medium stiff SILT    Unit Weight: 125 pcf    Cohesion: 25 psf    Phi: 27 °  
Name: Lower stiff Clayey SILT    Unit Weight: 125 pcf    Cohesion: 100 psf    Phi: 30 °  
Name: Lowest Clayey SILT with dense SM    Unit Weight: 130 pcf    Cohesion: 150 psf    Phi: 32 °

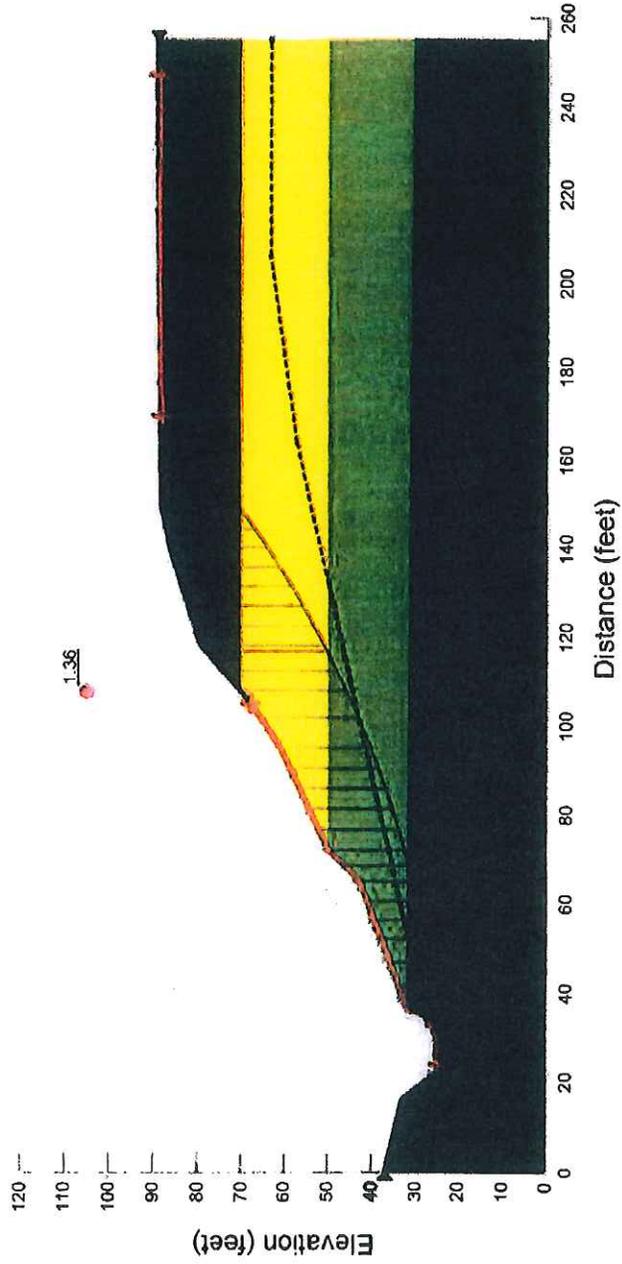
Pseudostatic Factor of Safety: 0.77



Riverview Meadows Section A-A' - With 20 Foot Setback

Name: Upper stiff SILT    Unit Weight: 130 pcf    Cohesion: 50 psf    Phi: 34°  
Name: Middle medium stiff SILT    Unit Weight: 125 pcf    Cohesion: 25 psf    Phi: 27°  
Name: Lower stiff Clayey SILT    Unit Weight: 125 pcf    Cohesion: 100 psf    Phi: 30°  
Name: Lowest Clayey SILT with dense SM    Unit Weight: 130 pcf    Cohesion: 150 psf    Phi: 32°

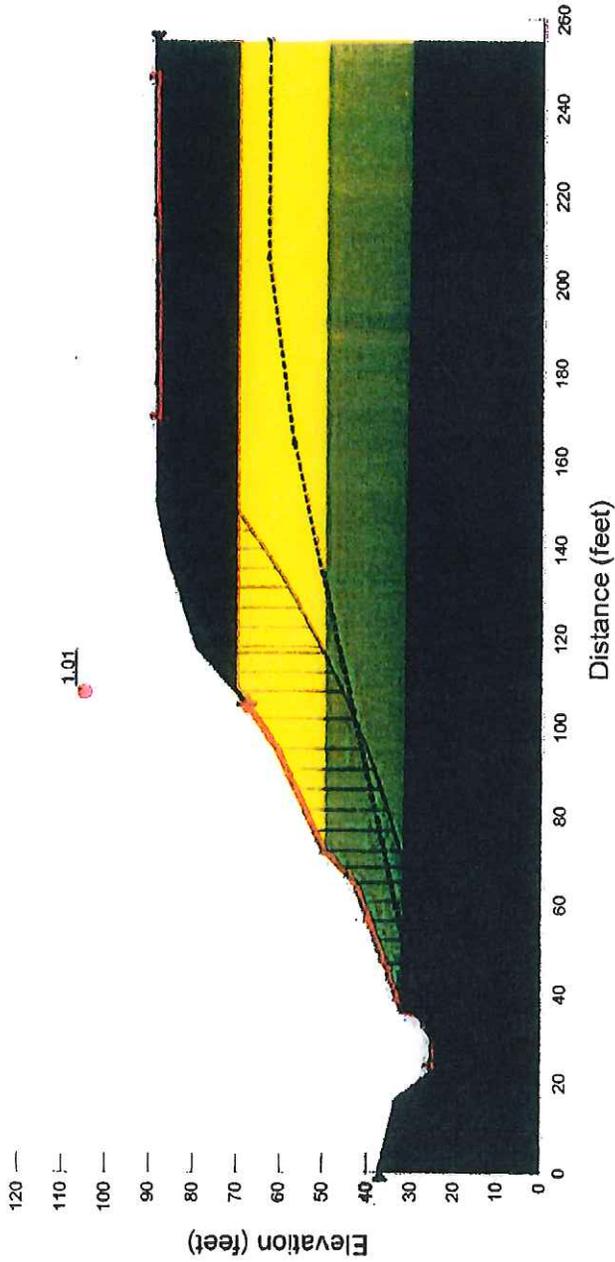
Static Factor of Safety: 1.36



Riverview Meadows Section A-A' - With 20 Foot Setback - Seismic Condition

Name: Upper stiff SILT    Unit Weight: 130 pcf    Cohesion: 50 psf    Phi: 34 °  
Name: Middle medium stiff SILT    Unit Weight: 125 pcf    Cohesion: 25 psf    Phi: 27 °  
Name: Lower stiff Clayey SILT    Unit Weight: 125 pcf    Cohesion: 100 psf    Phi: 30 °  
Name: Lowest Clayey SILT with dense SM    Unit Weight: 130 pcf    Cohesion: 150 psf    Phi: 32 °

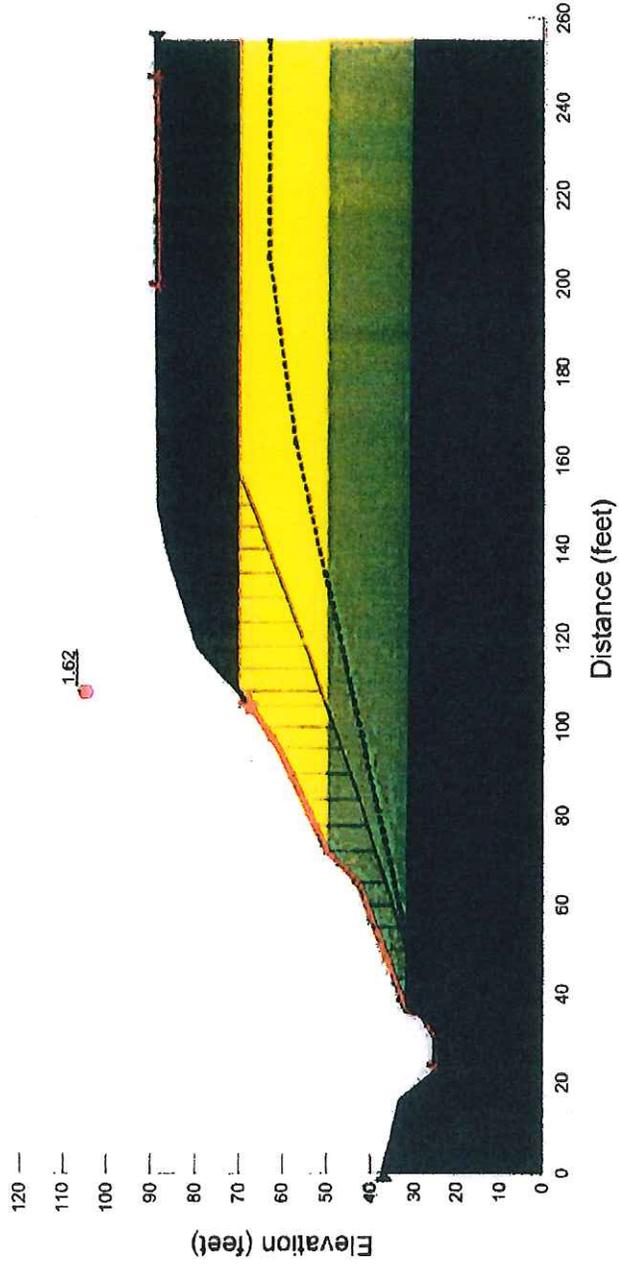
Pseudostatic Factor of Safety: 1.01



Riverview Meadows Section A-A' - With 50 Foot Setback

Name: Upper stiff SILT    Unit Weight: 130 pcf    Cohesion: 50 psf    Phi: 34 °  
 Name: Middle medium stiff SILT    Unit Weight: 125 pcf    Cohesion: 25 psf    Phi: 27 °  
 Name: Lower stiff Clayey SILT    Unit Weight: 125 pcf    Cohesion: 100 psf    Phi: 30 °  
 Name: Lowest Clayey SILT with dense SM    Unit Weight: 130 pcf    Cohesion: 150 psf    Phi: 32 °

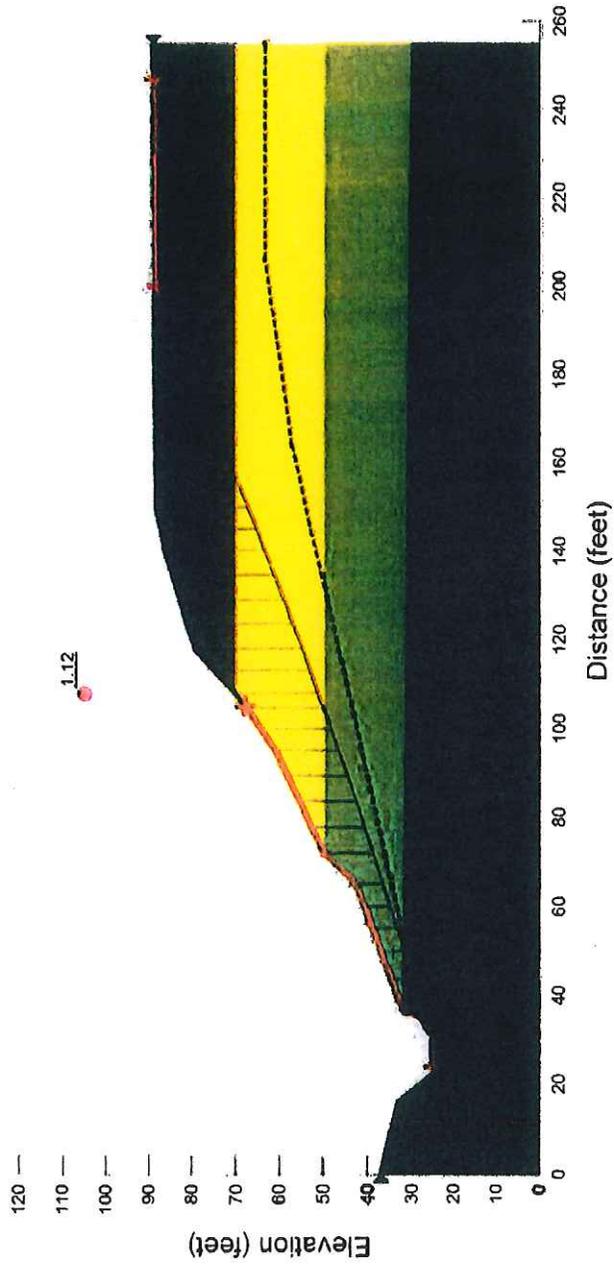
Static Factor of Safety: 1.62



Riverview Meadows Section A-A' - With 50 Foot Setback - Seismic Condition

Name: Upper stiff SILT    Unit Weight: 130 pcf    Cohesion: 50 psf    Phi: 34 °  
Name: Middle medium stiff SILT    Unit Weight: 125 pcf    Cohesion: 25 psf    Phi: 27 °  
Name: Lower stiff Clayey SILT    Unit Weight: 125 pcf    Cohesion: 100 psf    Phi: 30 °  
Name: Lowest Clayey SILT with dense SM    Unit Weight: 130 pcf    Cohesion: 150 psf    Phi: 32 °

Static Factor of Safety: 1.12



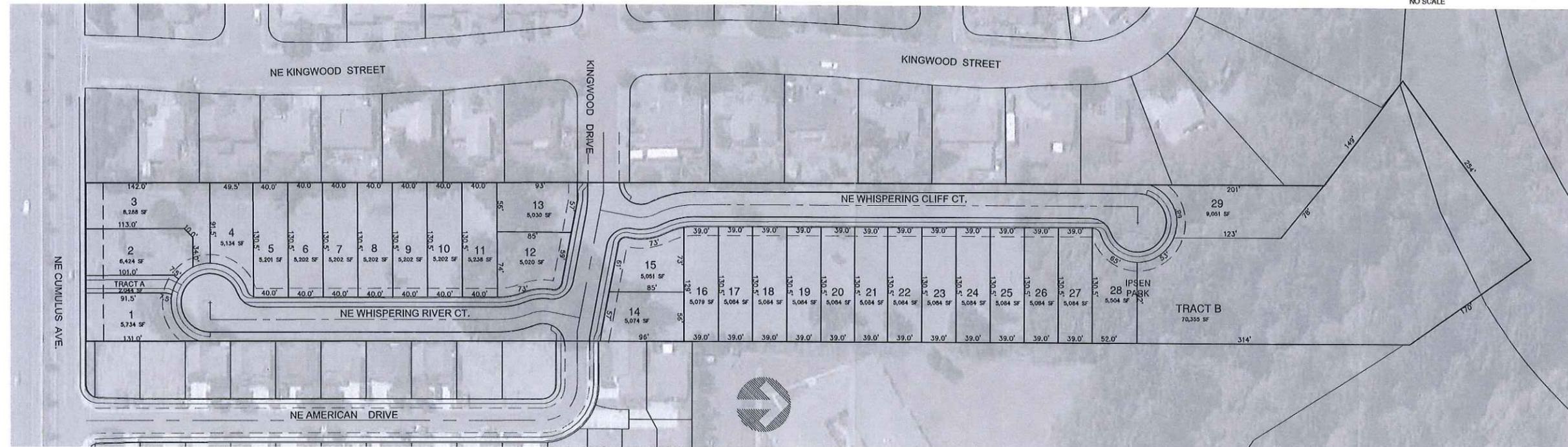
# WHISPERING MEADOWS SUBDIVISION TENTATIVE PLAN

CITY OF MCMINNVILLE, YAMHILL COUNTY, OREGON

TAX LOT 4S-4W-22DD-00300



VICINITY MAP  
NO SCALE



SITE PLAN  
1" = 60'

**PROPERTY DATA:**

SITE ADDRESS: 3055 NE CUMULUS AVE.  
MCMINNVILLE, OR 97128  
TAX LOT 4422DD-00300

SITE AREA: 6.85 ACRES (7.19 AC. PER ASSESSOR'S MAP)

ZONING: R-4 MULTI-FAMILY RESIDENTIAL

EXISTING USE: PASTURE

PROPOSED USE: 29 SINGLE-FAMILY DETACHED HOMES  
2 COMMON AREA TRACTS

AVERAGE LOT SIZE: 5,200 S.F.

MINIMUM LOT SIZE: 5,000 S.F.

**SHEET INDEX**

1. COVER SHEET
2. PRELIMINARY PLAN
3. PROPOSED GRADING PLAN
4. PROPOSED UTILITY PLAN

**APPLICANT:**  
YAMHILL COMMUNITY DEVELOPMENT CORP.  
(DBA) COMMUNITY HOME BUILDERS  
DARRICK PRICE, EXECUTIVE DIRECTOR  
1107 NE BAKER ST.  
MCMINNVILLE, OR 97128  
PH: 503-434-5265  
EMAIL: darrickp@communityhomebuilders.org

**OWNER:**  
IPSEN TRUST  
S A BROWN OR BARBARA IPSEN  
271 CAMEO ST. NW  
SALEM, OR 97304  
PH: 503-364-3403  
EMAIL: bullybuds@comcast.net

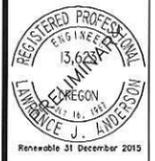
**CIVIL ENGINEER:**  
LARRY ANDERSON ENGINEERING, INC.  
LARRY ANDERSON, PE  
112 N. SPRINGBROOK ROAD  
NEWBERG, OR 97132  
PH: 503-537-1110  
EMAIL: andeng1@comcast.net

**SURVEYOR:**  
LEE MACDONALD & ASSOCIATES, LLC  
LEE MACDONALD, PLS  
3765 NE RIVERSIDE DR.  
MCMINNVILLE, OR 97128  
PH: 53-472-7904  
EMAIL: lee@macdonaldsurveying.com

**GEOTECHNICAL ENGINEER:**  
GEOPACIFIC ENGINEERING, INC.  
BEN ANDERSON, PE  
14835 SW 72ND AVE.  
PORTLAND, OR 97224  
PH: 503-598-8445  
EMAIL: www.geopacificeng.com

WARNING  
0 1/2 1  
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

Larry Anderson Engineering, Inc.  
112 N. Springbrook Road  
Newberg, Oregon 97132  
(503) 537-1110 fax (503) 537-0910



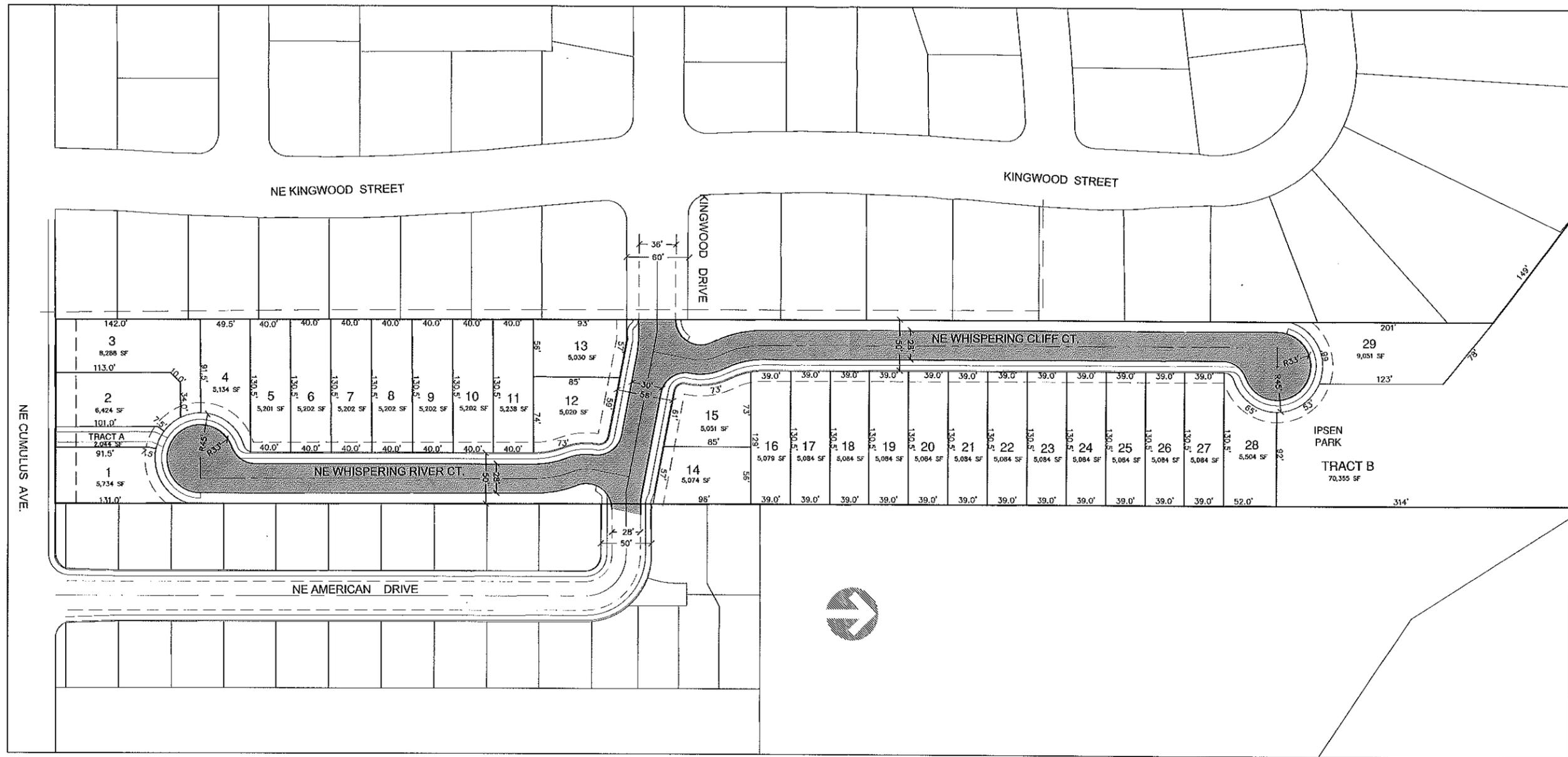
NO.	DATE	REVISION	BY
1	10/20/15	PRELIMINARY PLAN	LJA

DESIGNED: LJA  
DRAWN: LJA  
CHECKED: LJA

COMMUNITY HOME BUILDERS, LLC.  
1107 NE BAKER STREET  
MCMINNVILLE, OREGON 97128

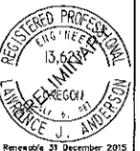
WHISPERING MEADOWS  
SUBDIVISION TENTATIVE PLAN  
COVER SHEET

0419  
PROJECT NO.  
1/4  
SHEET NO.



SITE PLAN  
1" = 50'

Larry Anderson Engineering, Inc.  
112 N. Springbrook Road  
Newberg, Oregon 97132  
(503) 537-1110 fax (503) 537-0810

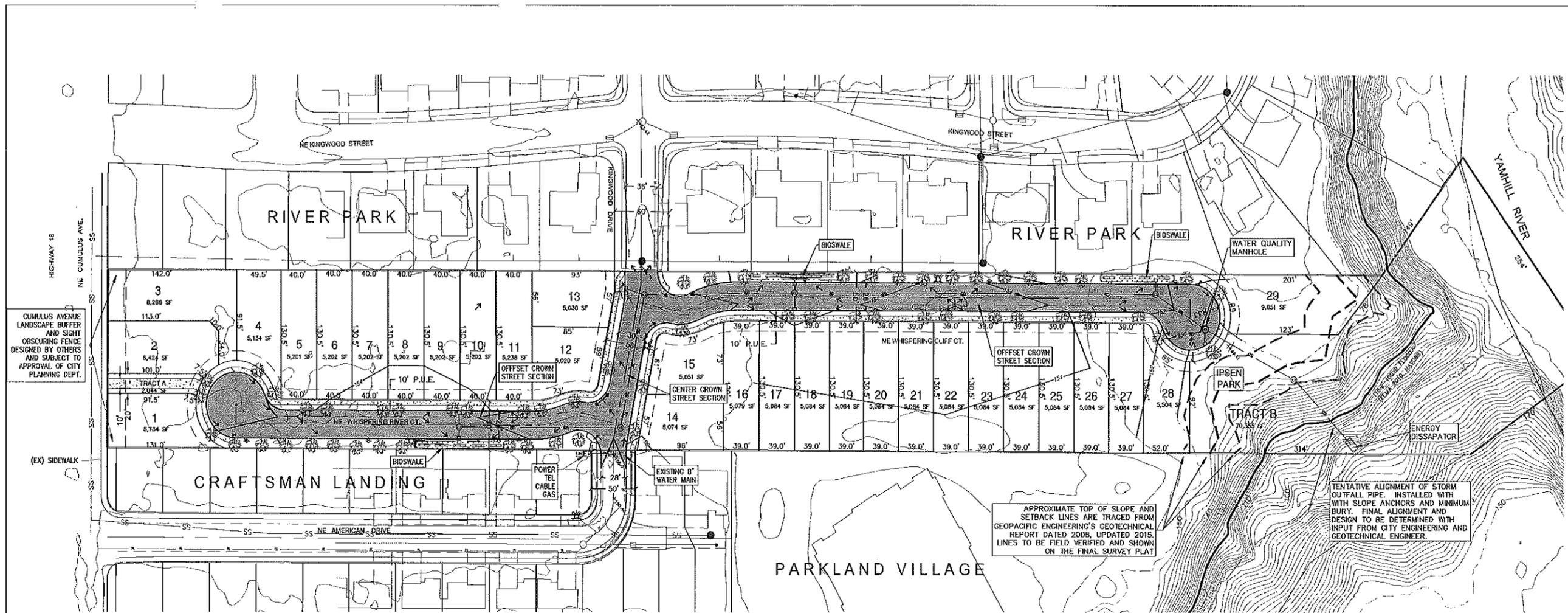


NO.	DATE	REVISION	BY
1	10/20/15	PRELIMINARY PLAT	LJA

COMMUNITY HOME BUILDERS, LLC.  
1107 NE BAKER STREET  
MCMINNVILLE, OREGON 97128

WHISPERING MEADOWS  
SUBDIVISION TENTATIVE PLAN  
PRELIMINARY SITE PLAN

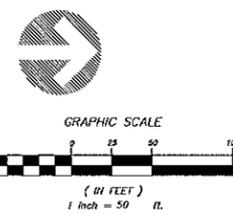
PROJECT NO. 0419  
SHEET NO. 2/4



CUMULUS AVENUE LANDSCAPE BUFFER AND SIGHT OBSCURING FENCE DESIGNED BY OTHERS AND SUBJECT TO APPROVAL OF CITY PLANNING DEPT.

APPROXIMATE TOP OF SLOPE AND SETBACK LINES ARE TRACED FROM GEOPACIFIC ENGINEERING'S GEOTECHNICAL REPORT DATED 2008, UPDATED 2015. LINES TO BE FIELD VERIFIED AND SHOWN ON THE FINAL SURVEY PLAT.

TENTATIVE ALIGNMENT OF STORM OUTFALL PIPE. INSTALLED WITH SLOPE ANCHORS AND MINIMUM BURY. FINAL ALIGNMENT AND DESIGN TO BE DETERMINED WITH INPUT FROM CITY ENGINEERING AND GEOTECHNICAL ENGINEER.



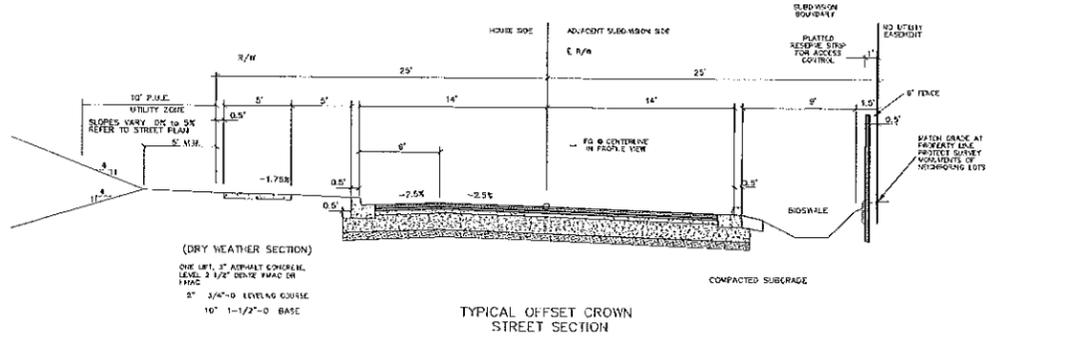
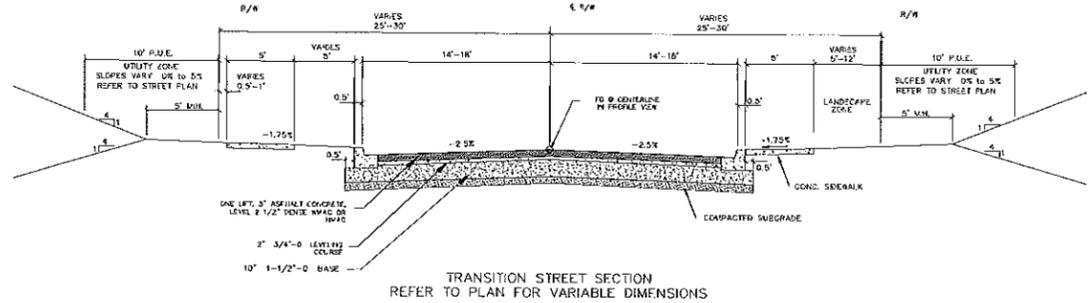
**GRADING PLAN**  
SCALE: 1" = 50' HORIZ.

**NOTES:**

1 100YR FLOOD ELEVATION (118.2' (NAVD88)) BASED ON CURRENT FEMA FLOOD ELEVATION MAPS FOR YAMHILL COUNTY, EFFECTIVE DATE MARCH 2, 2010. ELEVATION SHIFT FROM NVD29 TO NAVD88 = +3.49'

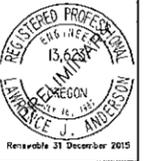
**LEGEND**

- ELECTRIC TRANSFORMER
- UTILITY FIBER
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- CATCH BASIN
- UNDERGROUND WATER LINE
- UNDERGROUND STORM DRAIN LINE
- UNDERGROUND SANITARY SEWER LINE
- STREET LIGHT
- STREET TREE
- FINISH GRADE SLOPE DIRECTION



WARNING  
0 1/2 1  
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

Larry Anderson Engineering, Inc.  
112 N. Springbrook Road  
Newberg, Oregon 97132  
(503) 537-1110 fax (503) 537-9910

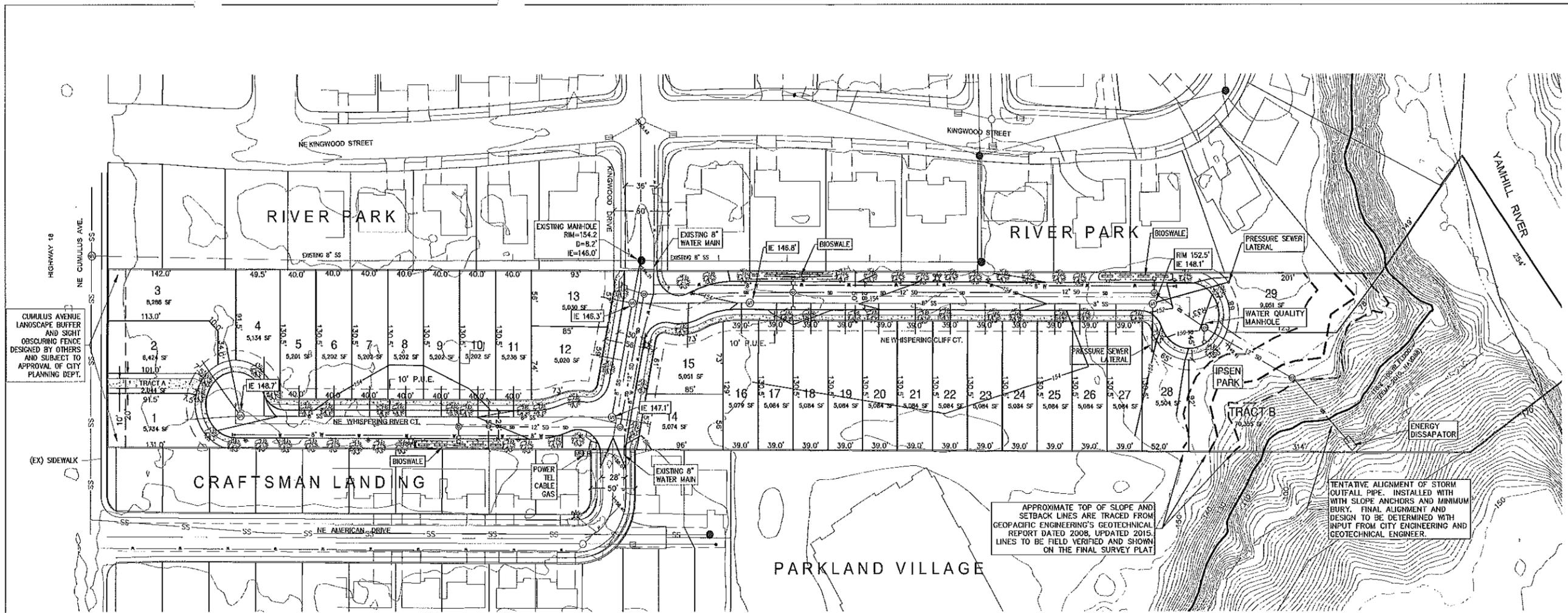


NO.	DATE	REVISION
1	10.26.15	PRELIMINARY PLAT

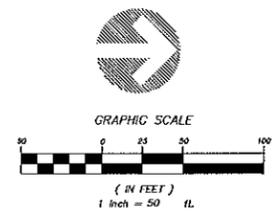
COMMUNITY HOME BUILDERS, LLC.  
1107 NE BAKER STREET  
MCMINNVILLE, OREGON 97128

WHISPERING MEADOWS  
SUBDIVISION TENTATIVE PLAN  
PRELIM. GRADING PLAN

0419  
PROJECT NO.  
3/4  
SHEET NO.  
PLOT DATE: 10/26/15



**UTILITY PLAN**  
SCALE: 1" = 50' HORIZ.



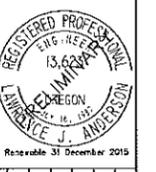
**NOTES:**

- 1 100YR FLOOD ELEVATION (18.2' (NAVD88)) BASED ON CURRENT FEMA FLOOD ELEVATION MAPS FOR YAMHILL COUNTY, EFFECTIVE DATE MARCH 2, 2010. ELEVATION SHIFT FROM NGVD29 TO NAVD88 = +3.49'

**LEGEND**

- ELECTRIC TRANSFORMER
- UTILITY RISER
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- CATCH BASIN
- UNDERGROUND WATER LINE
- UNDERGROUND STORM DRAIN LINE
- UNDERGROUND SANITARY SEWER LINE
- STREET LIGHT
- STREET TREE

Larry Anderson Engineering, Inc.  
12 N. Springbrook Road  
Newberg, Oregon 97132  
(503) 537-1110 fax (503) 537-0810



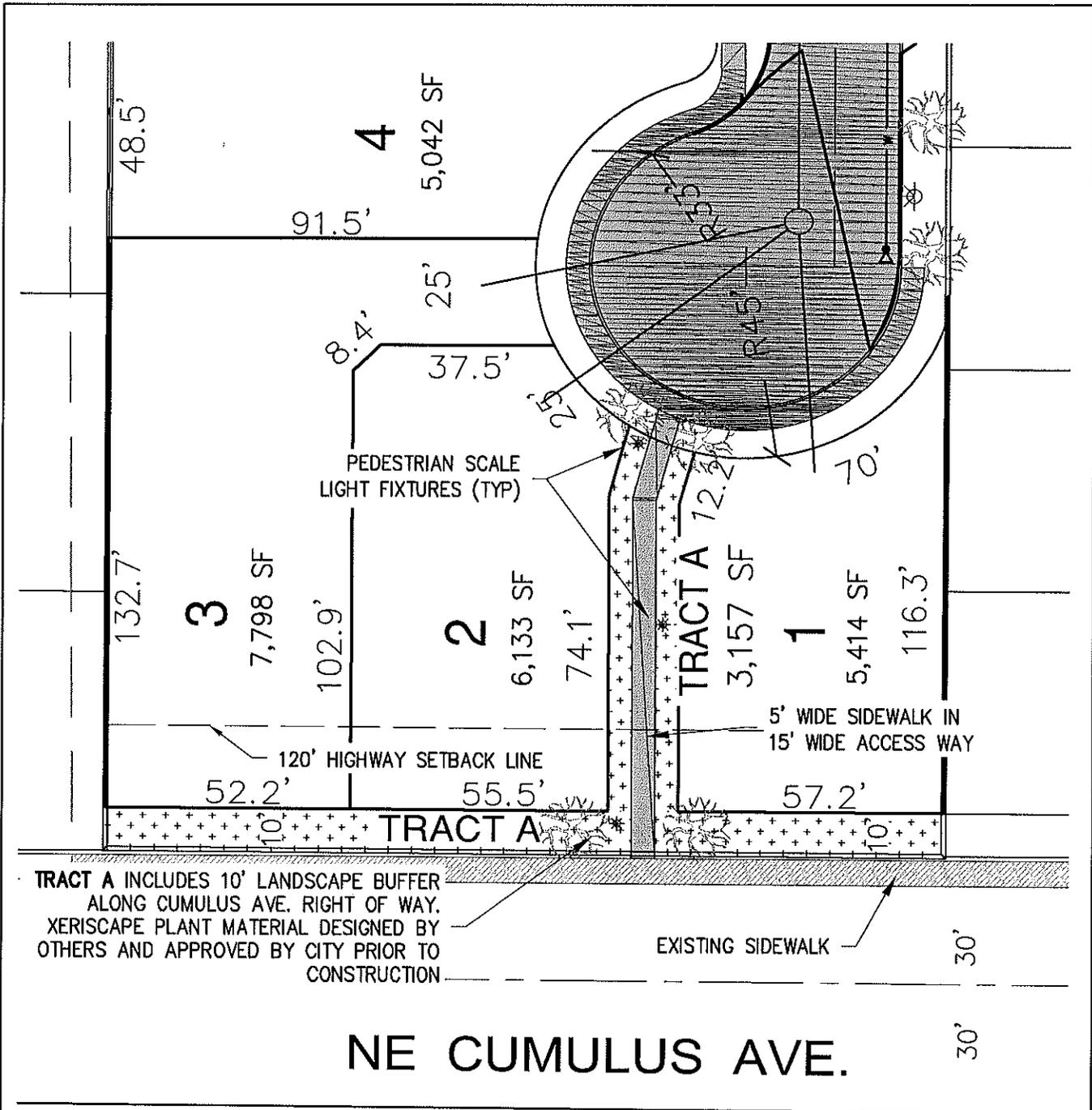
NO.	DATE	REVISION	BY
1	10.26.15	PRELIMINARY PLAN	LJA

COMMUNITY HOME BUILDERS, LLC.  
1107 NE BAKER STREET  
MORRISVILLE, OREGON 97128

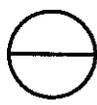
**WHISPERING MEADOWS**  
SUBDIVISION TENTATIVE PLAN  
**PRELIMINARY UTILITY PLAN**

WARNING  
0 1/2 1  
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0419  
PROJECT NO.  
**4/4**  
SHEET NO.



TRAJECT A INCLUDES 10' LANDSCAPE BUFFER ALONG CUMULUS AVE. RIGHT OF WAY. XERISCAPE PLANT MATERIAL DESIGNED BY OTHERS AND APPROVED BY CITY PRIOR TO CONSTRUCTION



TRAJECT A - ACCESS AND FRONTAGE ALTERNATIVE

1" = 30'



WHISPERING MEADOWS

NOVEMBER 3, 2015

LARRY ANDERSON ENGINEERING, INC.  
 112 N. SPRINGBROOK RD.  
 NEWBERG, OR 97132  
 (503) 537-1110  
 andeng1@comcast.net

JOB # 0419

# NOTICE

NOTICE IS HEREBY GIVEN that the McMinnville Planning Commission will hold a public hearing on the 17<sup>th</sup> day of November, 2015, at the hour of 6:30 p.m. at the McMinnville Civic Hall Building at 200 NE Second Street in the City of McMinnville, Oregon, to take testimony and evidence on the following matter:

DOCKET  
NUMBER

ZC 3-15/S 3-15 Yamhill Community Development Corporation is requesting approval of a major change to the details of a previously approved Planned Development Ordinance (No. 4867) to permit certain exceptions to the City's street standards and lot depth to width ratio. Concurrently, the applicant seeks approval of a 29-lot single family residential tentative subdivision plan for the subject site. The subject site is located north of Cumulus Avenue, between the River Park subdivision to the west and the Craftsman Landing subdivision to the east, and is more specifically identified as Tax Lot 300, Section 22DD, T. 4 S., R. 4 W., W.M.

Persons are hereby invited to attend the McMinnville Planning Commission proceedings, to register any statements in person, by attorney, or by letter with the Planning Commission in making a decision.

The Planning Commission's decision on the proposed change to the Planned Development Ordinance and a specific set of criteria have been established. The public hearing must be directed toward the issues listed below.

1. The goals and objectives of the McMinnville Comprehensive Planning Ordinance (MCO) with particular emphasis on the R-4 Multi-Family Residential Zone, Chapter 17.53 (Land Division Standards), Chapter 17.54 (Zoning Ordinance), and Chapter 17.74 (Review Criteria).
2. The proposed change to the Planned Development Ordinance (No. 4867).

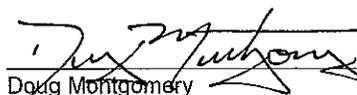
Failure to appear in person or by letter prior to the close of the public hearing with sufficient specificity to allow this Commission to respond to the issue precludes appeal to the Board of Appeals (LUBA) on that issue.

The failure of the applicant to raise constitutional or other issues relating to proposed conditions of approval with sufficient specificity to allow this Commission to respond to the issue precludes an action for damages in circuit court.

The decision-making criteria, application, and records concerning this matter are available in the McMinnville Planning Department office at 231 NE 5th Street, McMinnville, Oregon, during working hours.

For additional information contact Doug Montgomery, Planning Director, at the above address, or phone (503) 434-7311.

The meeting site is accessible to handicapped individuals. Assistance with communications (visual, hearing) must be requested 24 hours in advance by contacting the City Manager (503) 434-7405 – 1-800-735-1232 for voice, or TDY 1-800-735-2900.

  
\_\_\_\_\_  
Doug Montgomery  
Planning Director

(Map of area on back)

# NOTICE

NOTICE IS HEREBY GIVEN that the McMinnville Planning Commission will hold a public hearing on the 17<sup>th</sup> day of November, 2015, at the hour of 6:30 p.m. at the McMinnville Civic Hall Building at 200 NE Second Street in the City of McMinnville, Oregon, to take testimony and evidence on the following matter:

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Persons are hereby invited to attend the McMinnville Planning Commission hearing to observe the proceedings, to register any statements in person, by attorney, or by mail to assist the McMinnville Planning Commission in making a decision.

The Planning Commission's decision on the above public hearing item must be based on findings that a specific set of criteria have been or have not been met. Testimony and evidence at the public hearing must be directed toward those criteria, which are generally as follows:

1. The goals and policies of the McMinnville Comprehensive Plan.
2. The requirements of McMinnville Ordinance No. 3380 (the Zoning Ordinance) with particular emphasis on Section 17.03.020 (Purpose), Chapter 17.21 (R-4 Multi-Family Residential Zone), Chapter 17.51 (Planned Development Overlay), Chapter 17.53 (Land Division Standards), Chapter 17.72 (Applications and Review Process), and Chapter 17.74 (Review Criteria).
3. Planned Development Ordinance No. 4867.

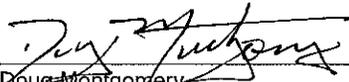
Failure to raise an issue in person or by letter prior to the close of the public hearing with sufficient specificity to provide the Planning Commission opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals (LUBA) on that issue.

The failure of the applicant to raise constitutional or other issues relating to proposed conditions of approval with sufficient specificity to allow this Commission to respond to the issue precludes an action for damages in circuit court.

The decision-making criteria, application, and records concerning this matter are available in the McMinnville Planning Department office at 231 NE 5th Street, McMinnville, Oregon, during working hours.

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\_\_\_\_\_  
Doug Montgomery  
Planning Director

(Map of area on back)

Map No.	Tax Lot	Site Address	Owner	Attr:	Mailing Address	City State	Zip
2	R4422 00200		PEREZ JOSE	PEREZ ADAM W (WROS)	4205 SE RIVERSIDE LP	MCMINNVILLE OR	97128
3	R4423 01300	460 NE CAPT MICHAEL KING SMITH WAY	EVERGREEN VINTAGE AIRCRAFT INC	1271 NE HWY 99W	PMB 502	MCMINNVILLE OR	97128
5	R4422DD02300	350 NE KINGWOOD ST	GAMBLE JOHN	GAMBLE JOHN V & JO ANN	350 NE KINGWOOD ST	MCMINNVILLE OR	97128
6	R4422DD02200	340 NE KINGWOOD ST	GEHRKE HOWARD	GEHRKE BARBARA	340 NE KINGWOOD ST	MCMINNVILLE OR	97128
7	R4422DD02100	330 NE KINGWOOD ST	WILLIS J	WILLIS FAMILY TRUST	330 NE KINGWOOD ST	MCMINNVILLE OR	97128
8	R4422DD00100	3121 NE CUMULUS AVE	HEALTH CARE	HEALTH CARE REIT INC	4500 DORR ST	TOLEDO OH	43615
9	R4422DD02000	320 NE KINGWOOD ST	SCHENK ROBERT	SCHENK ROBERT C & LOU ANN M	320 NE KINGWOOD ST	MCMINNVILLE OR	97128
10	R4422DD01900	310 NE KINGWOOD ST	BAILEY STEWART	BAILEY STEWART W & KRISTINE M	PO BOX 421	MCMINNVILLE OR	97128
11	R4422DD01800	300 NE KINGWOOD ST	SHADOW LIMITED	SHADOW LIMITED PARTNERSHIP	PO BOX 1063	MCMINNVILLE OR	97128
12	R4422DD03100	315 NE KINGWOOD ST	JACKSON JOEL	JACKSON JOEL D	315 NE KINGWOOD ST	MCMINNVILLE OR	97128
13	R4422DD03000	345 NE KINGWOOD ST	DANNELLEY DAWN	DANNELLEY DAWN L	345 NE KINGWOOD ST	MCMINNVILLE OR	97128
14	R4422DD01700	250 NE KINGWOOD ST	SMITH MICHAEL	SHARP K E TESTAMENTARY TRUST	10376 STERLING VIEW CT	RENO NV	89521
15	R4422DD03200	256 NE KINGWOOD CT	GRIEFIN ROBERT	O'BRIEN PATRICIA J	256 NE KINGWOOD CT	MCMINNVILLE OR	97128
16	R4422DD006400	254 NE KINGWOOD CT	CARRUTH RICHARD	CARRUTH RICHARD D & CATHLEEN M	254 NE KINGWOOD CT	MCMINNVILLE OR	97128
17	R4422DD01600	240 NE KINGWOOD ST	BRYAN LINDA	BRYAN LINDA J	PO BOX 6	PACIFIC CITY OR	97135
18	R4422DD01500	230 NE KINGWOOD ST	HUGHES KENNETH	HUGHES KENNETH A	230 NE KINGWOOD ST	MCMINNVILLE OR	97128
19	R4422DD03300	231 NE KINGWOOD ST	SIPPEL WILLIAM	VERISSIMO PATRICIA L WROS	231 NE KINGWOOD ST	MCMINNVILLE OR	97128
20	R4422DD07500	233 NE KINGWOOD CT	LEWERS RONALD	LEWERS RONALD & SUSAN C	233 NE KINGWOOD CT	MCMINNVILLE OR	97128
21	R4422DD01400	220 NE KINGWOOD ST	JAMES CARLEEN	JAMES CARLEEN	220 NE KINGWOOD ST	MCMINNVILLE OR	97128
22	R4422DD03400	221 NE KINGWOOD ST	BUFFETT CHARLES	BUFFETT CHARLES P & PATTI L	221 NE KINGWOOD ST	MCMINNVILLE OR	97128
23	R4422DD01300	210 NE KINGWOOD ST	ANDERSON DON	ANDERSON DON R & GAIL W	210 NE KINGWOOD ST	MCMINNVILLE OR	97128
24	R4422DD03500	211 NE KINGWOOD ST	GRIMALDO JOSE	GRIMALDO JOSE E	211 NE KINGWOOD ST	MCMINNVILLE OR	97128
25	R4422DD005600	157 NE KINGWOOD DR	ATKINSON JASON	ATKINSON JASON & AMBER	2195 NW CHRYSAL DR	MCMINNVILLE OR	97128
26	R4422DD03600	201 NE KINGWOOD ST	OGIEBLYN SHARON	OGIEBLYN SHARON I	201 NE KINGWOOD ST	MCMINNVILLE OR	97128
27	R4422DD01200	163 NE KINGWOOD DR	RIKARD JOYCE	RAY JAMES R	163 NE KINGWOOD DR	MCMINNVILLE OR	97128
28	R4422DD00200	3089 NE CUMULUS AVE	RIG URSULA	ADCOX TARVER	187 NE AMERICAN DR	MCMINNVILLE OR	97128
29	R4422DD00203	188 NE AMERICAN DR	NAB RANDALL	NAB DEREK	7435 SW 240TH PL	BEAVERTON OR	97007
30	R4422DD00101	3123 NE CUMULUS AVE	HEALTH CARE	HEALTH CARE REIT INC	4500 DORR ST	TOLEDO OH	43615
31	R4422DD00204	186 NE AMERICAN DR	NAB RANDALL	NAB DEREK	7435 SW 240TH PL	BEAVERTON OR	97007
32	R4422DD00201	195 NE KINGWOOD DR	ADAMS CHAD	ADAMS CHAD D	PO BOX 161	DAYTON OR	97114
33	R4422DD00202	187 NE AMERICAN DR	CRAFTSMAN LANDING	CRAFTSMAN LANDING HOMEOWNERS ASSOC	133 NE AMERICAN DR	MCMINNVILLE OR	97128
34	R4422DD00205	180 NE AMERICAN DR	POTTER HOLDINGS	POTTER HOLDINGS LLC	PO BOX 566	NEWBERG OR	97132
35	R4422DD006000		MCMINNVILLE CITY	MCMINNVILLE CITY OF	230 NE 2ND ST	MCMINNVILLE OR	97128

Date Sent 10/28/15  
Sent By *[Signature]*

Map No.	Tax Lot	Site Address	Owner	Attn:	Mailing Address	City State	Zip
36	R4422DD005700	126 NE KINGWOOD DR	FORDING DONATELLA	FORDING DONATELLA	24 KARRENBURGSTRAT	HOELAART BELGIUM	01560
37	R4422DD003700	130 NE KINGWOOD DR	LARSEN ALLAN	HAUGEBERG DAVID C TRUST 1/2	13951 NW WILLIS RD	MCMINNVILLE OR	97128
38	R4422DD001100	120 NE KINGWOOD ST	LUSK JOAN	LUSK JOAN I	7215 NE MINERAL SPRINGS RD	CARLTON OR	97111
39	R4422DD000206	162 NE AMERICAN DR	POTTER HOLDINGS	POTTER HOLDINGS LLC	PO BOX 566	NEWBERG OR	97132
40	R4422DD000228	159 NE AMERICAN DR	MANNING RON	MANNING RON	PO BOX 605	NEWBERG OR	97132
41	R4422DD000207	156 NE AMERICAN DR	ASPEN WAY	ASPEN WAY PROPERTIES LLC	PO BOX 847	MCMINNVILLE OR	97128
42	R4422DD003800	117 NE KINGWOOD ST	LARSEN ALLAN	HAUGEBERG DAVID C TRUST 1/2	13951 NW WILLIS RD	MCMINNVILLE OR	97128
43	R4422DD001000	118 NE KINGWOOD ST	BURSON CLAUDE	BURSON CLAUDE A & ALICE L	PO BOX 366	MCMINNVILLE OR	97128
44	R4422DD000227	153 NE AMERICAN DR	MANNING RON	MANNING RON	PO BOX 605	NEWBERG OR	97132
45	R4422DD000208	152 NE AMERICAN DR	ASPEN WAY	ASPEN WAY PROPERTIES LLC	PO BOX 847	MCMINNVILLE OR	97128
46	R4422DD000226	149 NE AMERICAN DR	BETTS JUDY	ROBERTS JUSTIN S	16090 SW CAMERON CT	TIGARD OR	97223
47	R4422DD000900	116 NE KINGWOOD ST	GOMES THOMAS	GOMES THOMAS JR	2130 N KILPATRICK ST #17434	PORTLAND OR	97217
48	R4422DD000209	146 NE AMERICAN DR	NAMES SUPPRESSED BY LAW	ADDRESS SUPPRESSED			00000
49	R4422DD003900	113 NE KINGWOOD ST	RHODES LOUIS	RHODES ROBIN D	1680 NW 6TH ST	MCMINNVILLE OR	97128
50	R4422DD000225	143 NE AMERICAN DR	MOTLEY CHRISTOPHER	MOTLEY SUSAN E	310 COSMO ST	LAFAYETTE OR	97127
51	R4422DD000210	142 NE AMERICAN DR	GASCA LORETO	GASCA LORETO	142 NE AMERICAN DR	MCMINNVILLE OR	97128
52	R4422DD000800	114 NE KINGWOOD ST	MORRIS BRON	MORRIS BRON M JR & DANIELLE L &	114 NE KINGWOOD ST	MCMINNVILLE OR	97128
53	R4422DD000224	139 NE AMERICAN DR	MAGARIN JOSE	MAGARIN YASMINA DEL CARMEN	2313 NE COWLES CT	MCMINNVILLE OR	97128
54	R4422DD006300	106 NE KINGWOOD DR	BUNN DAVID	ABBE ANGELA C 1/2	13545 SE BUNN LN	DAYTON OR	97114
55	R4422DD004000	105 NE KINGWOOD DR	BUNN DAVID	BUNN DAVID	13545 SE BUNN LN	DAYTON OR	97114
56	R4422DD000211	136 NE AMERICAN DR	CHAUFY ERIK	CHAUFY BRITTANY K	136 NE AMERICAN DR	MCMINNVILLE OR	97128
57	R4422DD000700	110 NE KINGWOOD ST	MOTT RAY	MOTT KAREN J	110 NE KINGWOOD ST	MCMINNVILLE OR	97128
58	R4422DD000223	133 NE AMERICAN DR	DREDGE RICHARD	DREDGE AMY D	133 NE AMERICAN DR	MCMINNVILLE OR	97128
59	R4422DD000212	130 NE AMERICAN DR	PATE ASHLEY	PATE DEAN R	3664 FENWAY ST	FOREST GROVE OR	97116
60	R4422DD000222	127 NE AMERICAN DR	JUDD MELINDA	JUDD MELINDA J	127 NE AMERICAN DR	MCMINNVILLE OR	97128
61	R4422DD000213	124 NE AMERICAN DR	BBF PROPERTIES	BBF PROPERTIES LLC	32420 SW SAVAGE RD	SHERIDAN OR	97378
62	R4422DD000600	106 NE KINGWOOD ST	TILLEY KAREN	TILLEY KAREN J	106 NE KINGWOOD ST	MCMINNVILLE OR	97128
63	R4422DD004300	107 NE KINGWOOD DR	MARIN HERMANDEZ	MARIN MARIA D	4070 NW HILL RD	MCMINNVILLE OR	97128
64	R4422DD004100	101 NE KINGWOOD ST	BRUNER KAREN	BRUNER KAREN A	1305 NE 14TH ST	MCMINNVILLE OR	97128
65	R4422DD000221	121 NE AMERICAN DR	MYERS MIKE	MYERS MELISSA M	121 NE AMERICAN DR	MCMINNVILLE OR	97128
66	R4422DD000214	118 NE AMERICAN DR	CAMPOS RAUL	GUILLEN LIZETH	118 NE AMERICAN DR	MCMINNVILLE OR	97128
67	R4422DD000500	102 NE KINGWOOD ST	ZIMMERMAN ERICA	ZIMMERMAN ERICA & LUKE	102 NE KINGWOOD ST	MCMINNVILLE OR	97128
68	R4422DD000219	107 NE AMERICAN DR	MANNING RON	MANNING RON	PO BOX 605	NEWBERG OR	97132

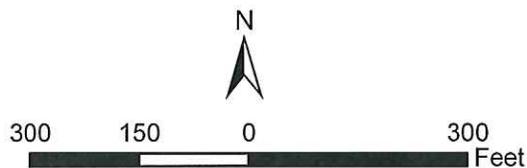
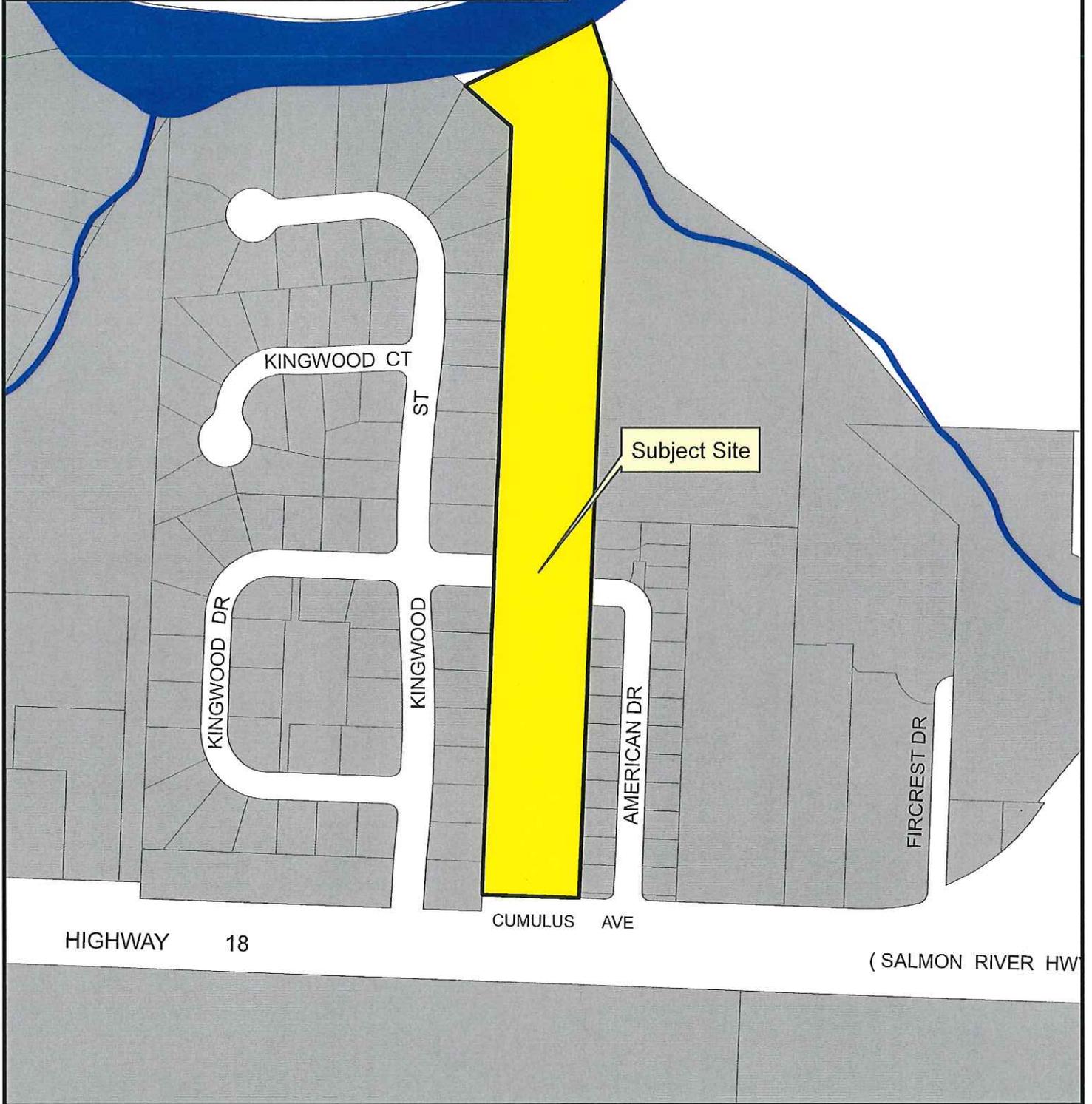
Date Sent 10/28/15  
Sent By 

ZC 3-15/S 3-15

Map No.	Tax Lot	Site Address	Owner	Attn:	Mailing Address	City State	Zip
69	R4422DD000215	112 NE AMERICAN DR	SMITH RANDAL	SMITH RANDAL L	29664 NE PUTNAM RD	NEWBERG OR	97132
70	R4422DD04200		MCMINNVILLE CITY	MCMINNVILLE CITY OF	230 NE 2ND ST	MCMINNVILLE OR	97128
71	R4422DD00400	111 NE KINGWOOD DR	MCMINNVILLE CITY	MCMINNVILLE CITY OF	230 NE 2ND ST	MCMINNVILLE OR	97128
72	R4422DD00219	107 NE AMERICAN DR	MANNING RON	MANNING RON	PO BOX 605	NEWBERG OR	97132
73	R4422DD00216	100 NE AMERICAN DR	ADAMS CHAD	ADAMS CHAD D	PO BOX 161	DAYTON OR	97114
76	R4427 00100		DRS LAND	DRS LAND LLC	5801 SE BANSEN LN	DAYTON OR	97114
Owner	R4422DD00300	3055 NE CUMMULUS AVE	IPSEN BARBARA	IPSEN LIVING TRUST	271 CAMEO ST NW	SALEM OR	97304
Applicant			COMMUNITY HOME BUILDERS	DARRICK PRICE	1107 NE BAKER ST	MCMINNVILLE OR	97128

Date Sent 10/28/15  
 Sent By SA

# Vicinity Map



City of McMinnville  
Planning Department  
231 NE Fifth Street  
McMinnville, OR 97128  
(503) 434-7311

City of McMinnville  
Planning Commission  
Regular Meeting

November 19, 2015  
6:30 p.m., McMinnville Civic Hall  
McMinnville, Oregon

## MINUTES

Members Present: Commissioners Stassens, Butler, Chroust Masin, Hall, Pietz, Morgan, Tiedge, and Hillestad

Members Absent: Thomas

Staff Present: Mr. Montgomery and Ms. Lorenzen

### **1. Approval of Minutes:** October 16, 2015

Chair Stassens called the meeting to order at 6:31 p.m., and noted that the Planning Commission Minutes from the October 16, 2015 Planning Commission Meeting were not available for action.

### **2. Docket ZC 3-15 / S 3-15**

Request: Approval of a major change to the details of a previously approved Planned Development Ordinance (No. 4867) to permit certain exceptions to the City's street standards and lot depth to width ratio. Concurrently, the applicant seeks approval of a 29-lot single family residential tentative subdivision plan for the subject site.

Location: North of Cumulus Avenue, between the River Park subdivision to the west, and the Craftsman Landing subdivision to the east, and is more specifically described as Tax Lot 300, Section 22DD, T. 4 S., R. 4 W., W.M..

Applicant: Yamhill Community Development Corporation

Chair Stassens called the public hearing to order at 6:34 p.m. and called for abstentions, objections to jurisdiction, and disclosures. Three Planning Commissioners disclosed that they had visited the subject site. There being no abstentions or objections to jurisdiction, she requested the staff report. Planning Director Montgomery referred to his staff report and the application. For historical purposes, Mr. Montgomery reminded the Commission that in 2007, this same property was before the Planning Commission, at which time a zone change and 40-lot, tentative subdivision was approved for the property that is the subject of tonight's hearing. Subsequently, due to economic conditions, it failed to move past the tentative stage and was voided. He advised that this evening's proposal is different in that the number of lots has been reduced from 40 to 29; the streets are off-set; and the applicant proposes some bioswale storm water retention. Additionally, the streetscape will be less linear in terms of housing placement. In staff's opinion, this is a superior plan to the one previously approved for the property. He noted that the application meets all the criteria required for approval and that both the planned development amendment and tentative subdivision proposal are recommended for approval subject to the conditions noted in the staff report.

There was brief discussion about the application, and Chair Stassens called for the applicant's testimony.

Derrick Price, 521 Ferry Street, Dayton, stated that he was the Executive Director of the Yamhill Community Development Commission (YCDC). The Commission would like to create a first-rate subdivision called Whispering Meadows. He stated that his organization was very much in favor of the conditions listed in the staff report and he respectfully asked that the Commission adopt the application as presented.

Responding to Commissioner's inquiries, Mr. Price advised that the YCDC planned to develop the homes over a two and one-half year period. The conceptual mock-up shows that the homes will stagger back some five feet from one home to the next in order to add aesthetic appeal to the subdivision. He noted that at this point, the decision had not been made relative to which floor plan would be on which lot. The homes will primarily be two-story in order to encompass the needed square footage (1400 to 1600 square feet per home). He explained that the façade would be a craftsman style with nice front porches. And, further, as each home is built, it would be customized with shingles, gables, board and bat, and different porch stylings. The intention is to break up the façade of each home with architectural features. The garages will be placed in the front of the homes because of the relative narrowness of each lot. Due to their width, however, the garages on Lots 2 and 3 may be placed somewhat differently. The setbacks adhere to the R-4 zoning requirements of 20 feet in the front yard, with six-foot side yard setbacks. The rear yards will be quite deep – 40 to 60 feet.

Mr. Price explained how the YCDC's program works. He stated that the YCDC asks clients to become involved in the work. YCDC selects the floor plan, packages the loan, and involves the clients in the process. There will be four house plans from which to choose with different color palates. The homes will most likely be built in groups of ten at a time. The YCDC works with the clients to establish a homeowner's association and to make sure that the clients understand their responsibilities as it relates to maintenance of the parking strip and other common areas.

In response to the suggestion that perhaps the clients would not maintain the common areas, Mr. Montgomery interjected that before staff signs the final plat, staff would need to see the private covenants. It will not go forward if the maintenance issue is not addressed, as this is a condition for approval.

Larry Anderson, Larry Anderson Engineering, Inc., advised that he was the civil engineer who was working on the project. He said that although that it might seem odd that the project comes before the Planning Commission proposing to do more than is asked; however, this is a community-designed neighborhood group.

Commissioner Chroust Masin asked whether the Fire Department had commented on the length of the street. Mr. Montgomery responded that the Fire Department was comfortable with the length of the street as it is proposed.

A gentleman from the audience asked about school capacity and the capacity of Cumulus Avenue. Mr. Montgomery responded that the school district is routinely notified and they offered no comments. As it relates to Cumulus Avenue vehicular capacity, Mr. Montgomery noted that there were no plans to change Cumulus. In the near term, the street has more than enough capacity to incorporate the vehicles associated with the proposed subdivision, as well as other vacant lands in the vicinity. The long term plan for Cumulus Avenue upgrades will be

dependent on financing, street capacity, and load. He reiterated that at this point, there was no reason to extend Cumulus Avenue as a condition of this subdivision's approval.

Mr. Montgomery said that all public agency testimony had been included in the staff report, and those that warranted it had been converted into conditions of approval.

Mr. Price waived the seven-day time period to submit final written arguments in support of the application, and Chair Stassens closed the public hearing at 7:04 p.m.

Following a brief discussion, Commissioner Morgan MOVED, based on the application materials, the testimony received, the findings of fact, and the staff report to recommend the City Council APPROVE ZC 3/15 subject to the conditions as recommended by staff; SECONDED by Commissioner Tiedge. Motion PASSED unanimously.

Commissioner Morgan MOVED, based on the application materials, the testimony received, the findings of fact, and the staff report and recommendations, to APPROVE S 3-15, subject to the conditions of approval as noted in the staff report; SECONDED by Commissioner Butler. Motion PASSED unanimously.

### **3. Election of Officers**

- ◆ Chair
- ◆ Vice Chair
- ◆ Secretary

Chair Stassens opened the floor to nominations for the position of Chair. Commissioner Morgan nominated Chair Stassens as Chair and Commissioner Tiedge as Vice Chair and Planning Director Montgomery for the position of Secretary. Commissioner Butler MOVED to close the floor to further nominations, and to elect the slate of officers as presented; SECONDED by Commissioner Hall. Motion PASSED unanimously.

### **4. Old / New Business**

Planning Director Montgomery advised that staff was attempting to arrange a joint meeting of the Planning Commission and City Council to review and take testimony related to recently passed statewide marijuana legislation. In advance of that meeting, staff will use the December Planning Commission meeting as a work session to share the same information that the City Council has been given to date. This topic involves regulations surrounding the sale, wholesaling, producing and processing of recreational and medical marijuana.

### **5. Adjournment**

Commissioner Tiedge MOVED to adjourn the meeting; SECONDED by Commissioner Butler. Motion PASSED unanimously and Chair Stassens adjourned the meeting at 7:19 p.m.

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Doug Montgomery  
Secretary



**City Council- Regular**

**Meeting Date:** 01/12/2016

**Subject:**

**From:** Rose Lorenzen, Administrative  
Assistant / HR Analyst

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**AGENDA ITEM:**

**Ordinance No. 5002:** Approving a telecommunications franchise agreement for LightSpeed

**BACKGROUND:**

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**Attachments**

Ordinance

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ORDINANCE NO. 5002

An Ordinance granting a non-exclusive telecommunications franchise to LightSpeed Networks, Inc. d/b/a LS Networks ("Grantee" or "Franchisee")

RECITALS:

1. Whereas, pursuant to Federal law, State statutes, and City Charter and local ordinances, the City is authorized to grant non-exclusive franchises to occupy "public rights-of-way" as defined by McMinnville Municipal Code ("MMC") 3.18 (sometimes referred to as "Public Ways" in this Franchise), in order to construct, operate, and maintain a telecommunication systems within the municipal boundaries of the City of McMinnville ("Franchise Area");
2. Whereas, the City has found that the Franchisee meets all lawful requirements to obtain a franchise, and therefore approves the application;
3. Whereas, both the City and the Franchisee expressly reserve all rights they may have under law to the maximum extent possible; neither the City nor the Franchisee shall be deemed to have waived any federal or state constitutional or statutory rights they may now have or may acquire in the future by entering into this agreement.

NOW, THEREFORE, THE CITY OF McMINNVILLE ORDAINS AS FOLLOWS:

Section 1. Definitions For the purpose of this Franchise Agreement, terms, phrases, words, and abbreviations shall have the meanings ascribed to them in Chapter 3.18.010 of the McMinnville Municipal Code ("MMC") except as otherwise defined herein.

Section 2. Grant of Authority

2.1. Grant. The City of McMinnville ("Franchising Authority" or "City") hereby grants to the Grantee a nonexclusive right to conduct a general telecommunications business within the City and nonexclusive right to place, erect, lay, maintain and operate in, upon, under and over public rights of way within the City poles, wires, cables, fiber optics, conduit and other appliances and conductors (collectively, facilities) for the transmission of light, electricity, or other impulses for telecommunications purposes, including the provision of telecommunications, private line, and Internet access services (collectively, telecommunications services). Such facilities may be strung upon poles and other fixtures above ground or may be laid underground in pipes and conduits or otherwise protected. This ordinance does not grant Grantee authority to use its facilities to provide any non-telecommunications services. The facilities installed pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of public ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such public ways.

2.2. Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance. In the event of a conflict between Chapter 3.18 of the

MMC in effect as of the date of this Franchise and this Franchise, Chapter 3.18 of the MMC shall control, and the Grantee is subject to the lawful exercise of the police power of the Franchising Authority, including all provisions of MMC Chapter 3.18. In the event of a conflict between this Franchise and any amendment to MMC Chapter 3.18 effective after the date of this Franchise, this Franchise shall control. The City will administer this Franchise in a uniform, non-discriminatory manner with respect to other telecommunications franchises.

2.3. Non-Exclusive. The Franchising Authority reserves the right to grant one (1) or more additional franchises or other similar lawful organizations to provide telecommunications or telecommunications services within the Franchise Area.

2.4. Term. The Franchise granted hereunder shall be for a term of ten (10) years commencing on the effective date of the acceptance of this ordinance by Grantee, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

2.5. Franchise Review. Upon the commencement of sale of telecommunications services within the city, and within sixty (60) days of the third anniversary or any of the subsequent anniversaries of the commencement of the sale of telecommunications services within the city, the Franchising Authority may, but is not required to, conduct a limited review of the Franchise. The purpose of the review shall be to ensure, with the benefit of full opportunity for public comment that the Grantee continues to effectively serve the public in light of new developments in telecommunications technology together with related developments in telecommunications law and regulations, and community needs and interests. Both the Franchising Authority and Grantee agree to make a full and good faith effort to participate in the review.

If after, completion of the review, the Franchising Authority and Grantee agree that the public interest will be served by modifying certain franchise obligations and/or extending the term of the Franchise, the Franchising Authority, with the express written agreement of the Grantee, shall modify the obligations and extend the term of the Franchise accordingly.

### Section 3. Standards of Service

#### 3.1. Conditions of Occupancy.

A. The telecommunications system installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways. Prior to the commencement of any construction, extension or relocation of Grantee's telecommunications services in the Public Ways, Grantee agrees to obtain the necessary and required approvals from the Franchising Authority, including a right-of-way permit and payment of applicable fees.

B. Grantee's services shall be constructed and maintained in such a manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits, cables or other facilities that may be in the Public Way by or under the City's authority. Grantee and City shall work together during any design process affecting the Public Way to establish suitable locations for Grantee's facilities, provided however, that all new installations serving new development shall access new lots and parcels through utility easements delineated on the approved partition or subdivision plat for such development.

3.2. Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the telecommunications services there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance. In the event Grantee fails to restore the Public Way to a condition reasonably comparable to the condition existing immediately prior to such disturbance, the Franchising Authority may restore or cause to restore such Public Way at the expense of Grantee; provided, that the Franchising Authority provides Grantee with reasonable notice to restore and grantee fails to restore such Public Way within the time period given by the franchising authority.

3.3. Relocation at request of the Franchising Authority. Grantee, at its own expense, shall protect, support, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the Franchising Authority which are not used to compete with the Grantee's services, provided that:

A. The City Engineer or designee first makes a reasonable determination that such relocation, removal, disconnection, protection or support is convenient or necessary for a public purpose or a City improvement project;

B. The City provides Grantee with at least forty-five (45) days prior written notice describing the schedule for such relocation, removal, disconnection, protection or support; provided, however, that in the event of an Emergency, the City shall only be obligated to give Grantee written notice as soon as practicable under the circumstances; and

C. The City provides Grantee with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for Grantee's Facilities so that Grantee may relocate its Facilities in other City Rights-of-Way or other location in order to accommodate such improvement, provided however, that nothing in this section shall require City to obtain or guarantee the availability of an alternative location or compensate Grantee therefor.

3.4. Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of Grantee, provided: (A) the expense of such shall be paid by the Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this Section 3.4, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than 120 days for a permanent relocation.

3.5. Trimming of Trees and Shrubbery.

Subject to acquiring prior written permission of the Franchising Authority or the McMinnville Water and Light Commission, as applicable, including any required permit, the Grantee shall have the authority, but not the obligation, to trim trees that overhang a Public Right of Way of

the Grantor so as to prevent the branches of such trees from coming in contact with its facilities, in accordance with applicable codes and regulations.

3.6. Safety Requirements. Construction, operation, and maintenance of the telecommunications services shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations, in compliance with all adopted building, construction safety and fire codes and standards and the National Electric Safety Code. The telecommunications services shall not endanger or unreasonably interfere with the safety of Persons or property.

3.7. Underground Construction. In those areas where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its telecommunications services underground. The Franchising Authority shall not incur any construction or expense in the event Grantee is lawfully required by the Franchising Authority to place its distribution facilities underground as provided in this Section 3.7. Nothing contained in this Section 3.7 shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.

3.8. Placement of Facilities Underground; Access to Open Trenches. Should it become a matter of public interest and convenience that a certain portion of the Grantee's aerial facilities and aerial facilities of other users of the Public Ways be placed underground, the Franchising Authority shall conduct a hearing to determine whether the underground placement of such facilities will serve said public interest and convenience. The Franchising Authority shall provide written notice of this hearing to Grantee, who shall be afforded a meaningful opportunity to comment at the hearing.

3.9. Required Extensions of the Telecommunications services for Residential Service. If Grantee initiates telecommunications services to Residential Subscribers within the Service Area as depicted in Exhibit A, Grantee agrees to provide telecommunications to all residents in the Service Area subject to the density requirements specified in the Section 3.9. If the Grantee receives a request for telecommunications service from a Residential Subscriber in a contiguous unserved area and there are at least 12 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of Grantee's trunk or distribution cable which is to be extended, it shall extend its telecommunications services to such Residential Subscriber at no cost to said Residential Subscriber for the telecommunications services extension, other than the publicized Standard/non-Standard Installation fees charged to all Residential Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the telecommunications services into any portion of the Service Area, where another operator is providing telecommunications service. Except for the specified Service Area, Franchisee shall not be required to extend to any other areas within the Franchise Area during the term of this Franchise or any Renewals thereof. If Franchisee desires to add Additional Service Areas within the Franchise Area, Franchisee shall notify Franchising Authority in writing of such Additional Service Area at least ten (10) calendar days prior to providing services in such areas.

3.10. Subscriber Charges for Extensions of the Telecommunications services for Residential Service. If Grantee initiates telecommunications services to Residential Subscribers within the Service Area as depicted in Exhibit A, Grantee agrees to provide telecommunications as

specified in the Section 3.10. No Residential Subscriber shall be refused service arbitrarily. However, if any area does not meet the density requirements of Section 3.9 above, the Grantee shall only be required to extend the telecommunications services to Residential Subscriber(s) in that area if the Residential Subscriber(s) are willing to share the capital costs of extending the telecommunications services. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from Grantee's trunk or distribution cable, and whose denominator equals (12). Residential Subscribers who request service hereunder shall bear the remaining cost to extend the telecommunications services on a pro rata basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Residential Subscribers be paid in advance. Residential Subscribers shall also be responsible for any Standard/non-Standard Installation charges to extend the telecommunications services from the tap to the residence.

3.11. Businesses within Residential Areas: Service provided to a business is not considered residential service even if the business is located in an individual's home.

3.12. System Standards. The telecommunications services shall meet or exceed all applicable technical and performance standards. The Grantee shall also comply with all applicable testing requirements. Upon request, Grantee shall advise the Franchising Authority of schedules and methods for testing the telecommunications services to determine compliance with the provisions of applicable technical standards. Representatives of the Franchising Authority may witness the tests. This first paragraph of Section 3.12 will apply only if and when federal or state law imposes technical and performance standards on the telecommunications services provided by Grantee, and Grantee and the City acknowledge that no such standards apply to telecommunications services as of the date of this Franchise.

Written records of all system tests required by applicable federal or state law to be performed by or for the Grantee shall be maintained at Grantees business office, and shall be available for inspection during Grantee's normal business hours by the Franchising Authority upon written request. Grantee, upon written request of Franchising Authority, shall provide a summary or complete copy of such test results.

Whenever it is necessary to shut off or interrupt service for the purpose of making repairs or maintaining the telecommunications services, Grantee shall do so at such times that will cause the least amount of inconvenience to Subscribers, and unless such interruption is unforeseen and immediately necessary, it shall give reasonable notice thereof to Subscribers.

Notwithstanding anything to the contrary, Grantees obligation to provide, replace, construct, maintain or operate the telecommunications services under this Franchise shall be excused for any period during which such service is prevented or interrupted by causes beyond the control of Grantee including acts of nature, fire, flood, unavoidable casualty, extra-ordinary delays in transportation, strikes or power interruption or regulations. Telecommunications service shall thereafter be restored as soon as reasonably possible.

3.13. Customer Service Standards/Complaint Resolution. Should a Subscriber have an unresolved complaint regarding telecommunications service with Grantee, the Subscriber may file a complaint with the Franchising Authority and thereafter to meet or discuss jointly with the

representatives of the Franchising Authority and grantee within 30 days of filing the complaint with the franchising authority to address and resolve the Subscriber's complaint. For purposes of this paragraph, a "complaint" is a grievance related to the telecommunications service provided by the Grantee that is reasonably remedial by Grantee but does not include customer contacts resulting in routine service calls that resolve the subscriber's problem satisfactorily to subscriber

#### Section 4. Regulation by the Franchising Authority

##### 4.1. Franchise Fee; Regulation of Rates.

A. The Grantee shall pay to the Franchising Authority a franchise fee equal to the greater of five percent of annual Gross Revenue or \$2,500.00. "Gross Revenues" shall mean any revenue received by Grantee from the provision of telecommunications services in the City, provided, however, that such phrase shall not include: (1) any tax, fee or assessment of general applicability collected by LS Networks from subscribers for pass-through to a government agency; (2) any revenue derived from the provision of Internet access services where such franchise revenue is expressly prohibited by federal or state law; and (3) unrecovered bad debt.

The franchise fee payment shall be due quarterly and payable within forty five days after the close of the preceding calendar quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation. The percentage amount of the franchise fee may change, at the discretion of the Franchising Authority, if provided for by new federal law and upon ninety days' notice to Grantee by Franchising Authority.

With the approval of the Franchising Authority, Grantee may, in lieu of all or a portion of the minimum franchise fee payment required under Section 4.1(A), provide telecommunications or other services to the City. Any agreement for the provision of such services will be as mutually agreed by the parties in separate documentation and the offset value of any such services provided to the City will be determined based on the standard rates Grantee charges to third-party customers for substantially equivalent services.

##### B. Audit of Franchise Fee Payments

B.1. Franchising Authority or its designee may conduct an audit or other inquiry in relation to payments made by Grantee no more than once every two years during the Term. As a part of the audit process, Franchising Authority or Franchising Authority's designee may inspect Grantee's books of accounts relative to Franchising Authority at any time during regular business hours and after thirty (30) calendar days' prior written notice.

B.2. All records deemed by Franchising Authority for Franchising Authority's designee to be reasonably necessary for such audit shall be made available by Grantee in a mutually agreeable format. Grantee agrees to give its full cooperation in any audit and shall provide responses to inquiries within thirty (30) calendar days of written request. Grantee may provide such responses within a reasonable time that is mutually agreeable, after the expiration of the response period above, so long as Grantee has made a good faith effort to procure any such tardy response.

B.3. If the results of any audit undertaken which included gross revenue from the sales of telecommunications services within the city, indicate that Grantee (i) paid the correct franchise fee, (ii) overpaid the franchise fee and is entitled to a refund or credit, or (iii) underpaid the franchise fee by five percent (5%) or less, then the Franchising Authority shall pay the costs of the audit. If the results of the audit indicate Grantee underpaid the franchise fee by more than five percent (5%), then Grantee shall pay the reasonable, documented, independent third-party costs of the audit, which costs shall be limited to seven thousand five hundred dollars (\$7,500) if any audit discloses an underpayment of the franchise fee in any amount, Grantee shall pay Franchising Authority the amount of the underpayment, together with interest computed from the applicable due date, at a rate per annum equal to the highest Bank Prime Rate during the period of delinquency plus one percent (1%). The Bank Prime Rate shall mean the prime lending rate as it appears in the wall Street Journal during the period of delinquency.

C. Franchising Authority may regulate rates for the provision of telecommunications services and equipment as expressly permitted by federal or state law.

4.2. Inspections for Compliance. The Franchising Authority may inspect the telecommunications services, during reasonable times and in a manner that does not unreasonably interfere with the normal business operations of Grantee, in order to determine compliance with standards imposed by applicable federal or state law. Except in emergency circumstances, such inspections may be undertaken only after giving no less than five (5) days advance notice thereof and after giving Grantee an opportunity to be present during such inspections. In the event such inspection determines that Grantee's telecommunications services has substantially failed to comply with the applicable standards, the cost of the inspection shall be borne by the Grantee. Except in emergency circumstances, the Franchising Authority agrees that such inspection shall be undertaken no more than annually, and that the results thereof shall be provided to Grantee.

4.3. Renewal of Franchise.

A. The Franchising Authority and the grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal for the grantee's Franchise shall be governed by and comply with MCC Sections 3.18.445 through MMC Sections 3.18.455.

B. Notwithstanding anything to the contrary set forth in this Section 4.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

4.4. Transfer of Franchise. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Franchising Authority pursuant to MCC 3.18.460. Notwithstanding the foregoing, Grantee may, without the City's consent, pledge the Franchise to its lenders solely for the purpose of securing indebtedness, except that the City's consent shall be required before the lender assumes the Franchise.

## Section 5. Books, Records and Maps

5.1. Books and Records. The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee, may review such of its books and records at the Grantee's business office, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section of the Franchise which is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location or to provide the Franchising Authority to view certain books and records in electronic format. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential under applicable federal and state law, and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof.

5.2. Maps. Grantee shall maintain "as built" drawings for the facilities at Grantee's business office, and make them available to the Franchising Authority for inspection during normal business hours upon written request. "As built" drawings shall be updated as changes occur in the facilities. Upon written request of the Franchising Authority, Grantee shall provide the Franchising Authority copies of strand and trench maps showing the location of Grantee's lines within the Public Ways within sixty (60) days of request for the same. The Franchising Authority recognizes that the information contained in such maps is confidential and proprietary, and remains the property of the Grantee. To the extent provided under the Oregon Public Records Law, the Franchising Authority shall safeguard such information from public law.

## Section 6. Insurance and Indemnification

6.1. Insurance Requirements. The Grantee shall maintain in full force and effect at its own cost, and expense, during the term of the Franchise, insurance as required by MCC 3.18.540.

6.2. Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend, the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of Grantee's construction, operation, or maintenance of its facilities.

6.3. Bonds and Other Surety. Except as may be required for construction purposes by MMC Chapter 3.18, no bond or other surety shall be required of the Grantee at the inception of the Franchise. In the event Grantee is required by the Franchising Authority to obtain a bond or other surety in the future, the Franchising Authority agrees to give Grantee at least sixty (60) days in advance written notice thereof stating the specific reasons for such requirement.

## Section 7. Enforcement and Termination of Franchise

7.1. Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

7.2. The Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in Section 7.1: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of default such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

7.3. Public Hearing. In the event that the Grantee fails to respond to the notice described in Section 7.1 pursuant to the procedures set forth in Section 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2(c) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing, which specifies the time, place and purpose of such hearing, and provide Grantee the opportunity to be heard.

7.4. Enforcement. Subject to applicable federal and state law and pursuant to MMC 3.18.480, in the event the Franchising Authority, after the hearing set forth in Section 7.3, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Seek specific performance of any provision, which reasonable lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law of monetary damages or see other equitable relief; or
- C. In the case of a substantial default of material provision of the Franchise, seek to revoke the franchise in accordance with Section 7.5.

7.5. Revocation. Should the Franchising Authority seek to revoke the Franchise, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to call the relevant officials, agents, employees or consultants of the Franchising Authority as permitted by law, to compel the testimony of other persons as

permitted by law. A complete record consisting of all written exhibits, minutes and an audio tape shall be made of the hearing by the Franchising Authority.

Following the hearing, the Franchising Authority shall determine whether the franchise shall be revoked. If the Franchising Authority determines that the franchise shall be revoked, Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority de novo. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

7.6. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonable beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's facilities is attached, as well as unavailability to materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchise Authority's intention to subject Franchisee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Franchisee which outweigh the benefit to be derived by the Franchise Authority and/or Subscribers.

7.7. Removal of Facilities after Revocation, Termination or Expiration of Franchise. After revocation, termination or expiration of the franchise, and upon reasonable notice from the Franchising Authority, Grantee shall remove from the Public ways all or a portion of its telecommunications services and property. The Franchising Authority's notice shall be in writing and shall state whether all or a portion of Grantee's facilities must be removed and the date by which removal shall be completed.

## Section 8. Miscellaneous Provisions

8.1. Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonable withheld.

8.2. Entire Agreement. When accepted in accordance with Section 8.6, this Franchise, as supplemented by the requirements of MMC Chapter 3.18 constitutes the entire agreement between the Grantee and the Franchising Authority. Amendments to this Franchise shall be valid if mutually agreed to in writing by the parties.

8.3. Notice. Unless expressly otherwise agreed between the parties, every notice or response require by this Franchise to be served upon the Franchising Authority of the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope; a) upon receipt when hand delivered with receipt/acknowledgement, b) upon receipt when sent certified, registered mail, or c) within five (5) business days after having been posted in the regular mail.

The notices or responses to the Franchising Authority shall be addressed as follows:

City Manager  
City of McMinnville  
230 NE Second Street  
McMinnville, OR 97128

Notices or responses to the Grantee shall be addressed as follows:

LS Networks  
Attn: Contracts Manager  
921 SW Washington Street, Suite 370  
Portland, OR 97205

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this Section.

8.4. Descriptive Headings. The captions to sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.5. Severability. If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph term or provision hereof, all of which will remain in full force and effect for the term of the franchise.

8.6. Acceptance of Franchise. This ordinance does not grant a franchise unless it is accepted in writing by Franchisee within sixty (60) days after its enactment.

Passed by the Council this 12th day of January 2016 by the following votes:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Approved this 12th day of January 2016.

\_\_\_\_\_  
MAYOR

Attest:

Approved as to form:

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY



EXHIBIT A (OMITTED)

LS Networks does not serve residential customers.

**ACCEPTANCE OF FRANCHISE ORDINANCE**

TO THE CITY COUNCIL OF THE CITY OF MCMINNVILLE, OREGON:

LightSpeed Networks hereby unconditionally accepts the right, privilege and franchise granted unto it, its successors and assigns, by that certain franchise passed by the City Council of the City of McMinnville, Oregon, on the 12<sup>th</sup> day of January 2016, designated as Ordinance No. 5002 and entitled:

"AN ORDINANCE GRANTING A NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE TO LIGHTSPEED NETWORKS"

DATED this \_\_\_\_ day of \_\_\_\_\_, 2016.

LIGHTSPEED NETWORKS

By: \_\_\_\_\_

Title: \_\_\_\_\_

Receipt of within and foregoing acceptance by Astound Broadband, LLC is hereby acknowledged on this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF MCMINNVILLE, OREGON

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attested; \_\_\_\_\_  
City Recorder



**City Council- Regular**

**Meeting Date:** 01/12/2016

**Subject:** Century West contract amendment

**From:** Mike Bisset, Community  
Development Director

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**AGENDA ITEM:**

**Resolution No. 2016 - 1:** A resolution amending the contract with Century West Engineering, Inc. for the Runway 4-22 Rehabilitation Project at the McMinnville Municipal Airport, Project No. 2014-1.

**BACKGROUND:**

At their September 22, 2015 meeting, the City Council approved a Personal Services Contract Task Order for Century West Engineering, Inc. to provide Final Design Services for the Runway 4-22 Rehabilitation Project at the Airport. The proposed Contract Amendment (scope and cost attached) revises the scope of work to include services related to the FAA Airport Geographical Information System (AGIS).

This work is being required by FAA, and will be completed per their regulations and requirements. The cost for the work is \$89,282.00, and is 90% funded by FAA Airport Improvement Program Grant AIP 3-4-0036-016 accepted by the City Council on August 25, 2015.

**RECOMMENDATION:**

Staff recommends that the City Council adopt the resolution approving the Contract Amendment with Century West Engineering, Inc, to add the additional scope of work and fee for the required FAA AGIS work as part of the Runway 4-22 Rehabilitation project.

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**Attachments**

Resolution-Century West Amendment  
SCOPE & COST

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RESOLUTION NO. 2016 - 1

A resolution amending the contract with Century West Engineering, Inc. for the Runway 4-22 Rehabilitation Project at the McMinnville Municipal Airport, Project No. 2014-1.

RECITALS:

At their September 22, 2015 meeting, the City Council approved a Personal Services Contract Task Order for Century West Engineering, Inc. to provide Final Design Services for the Runway 4-22 Rehabilitation Project at the Airport. The proposed Contract Amendment (scope and cost attached) revises the scope of work to include services related to the FAA Airport Geographical Information System (AGIS).

This work is being required by FAA, and will be completed per their regulations and requirements. The cost for the work is \$89,282.00, and is 90% funded by FAA Airport Improvement Program Grant AIP 3-4-0036-016 accepted by the City Council on August 25, 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON, as follows:

1. That the Contract Amendment with Century West Engineering, Inc. in the amount of \$89,282.00, is hereby approved.
2. The City Manager is hereby authorized and directed to execute the contract amendment with Century West Engineering, Inc.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 12<sup>th</sup> day of January 2016 by the following votes:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Approved this 12<sup>th</sup> day of January 2016.

\_\_\_\_\_  
MAYOR

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY

## **Exhibit A**

**November 20, 2015**

### **Scope of Work**

#### **Consulting Services for**

#### **McMinnville Municipal Airport**

#### **AGIS Services associated with Runway 4-22 Rehabilitation**

### **GENERAL**

McMinnville Municipal Airport (MMV) is conducting a design for the rehabilitation of RW 4-22. This effort is being performed under the following grant: AIP# 3-41-0036-016-2015

The final design of the project will include the following work items:

1. Reconstruction of RW 4-22 (5,420'x100', narrowing from 150')
2. Construction of new, precision (RW 22) and non-precision (RW 4), pavement markings for RW 4-22, including finalizing the location of the RW 22 threshold (dependent on the outcome of a RPZ Memo process)
3. Perform crack sealing of the 1,000' overrun at RW 4
4. Perform a slurry seal of the 1,000' overrun at RW 4
5. Remark the chevrons for the 1,000' overrun at RW 4
6. Reconstruction of TW A1 to the hold line
7. Reconstruction of the intersection of RW 4-22 and RW 17-35
8. Reconstruction of TW A2 to the hold line
9. Reconstruction of TW D to the hold line
10. Reconstruction of TW A3 to the hold line
11. Reconstruction of TW A4 to the hold line
12. Construct pavement markings for taxiways impacted by construction
13. Regrade RW 4-22 RSA and OFA (note: regarding of the RSA/OFA beyond the runway thresholds is not anticipated or included)
14. Construct pavement underdrains for new pavement areas
15. Construct surface drainage structures as required to maintain existing surface drainage patterns
16. Replace, install new, and/or relocate existing TW reflectors impacted by the construction
17. Replace the RW 4-22 HIRL system with new fixtures, conductors, conduit and counterpoise, including the home run to the electrical room, if necessary.
18. Replace the existing HIRL CCR and replace the existing PAPI CCR
19. Construct electrical room modifications needed for the CCR replacement and associated NEC code updates

20. Remove and replace the existing airport windcone (no home run work is anticipated)
21. Relocate and adjust to new finished grades, the existing RW 22 PAPI
22. Relocate and adjust to new finished grades, the existing RW 4 PAPI
23. Replace RW 4-22 distance remaining signs (4 signs)
24. Replace airfield guidance signs impacted by construction (approx. 15 signs)

Due to the extent of changes related to the runway rehabilitation, an AGIS survey project is required.

AGIS work is anticipated to begin in the Fall of 2015 and conclude within approximately 6 months after completion of the runway rehabilitation work (in 2016 or 2017, depending on project funding). The AGIS project will be initiated as a “design/as-built” project which will allow AGIS work to start as soon as practical and enable project design information to be used as the anticipated future condition. Confirmation of the as-built condition cannot be conducted until construction is complete. The project completion timeframe is also dependent on review time by NGS and FAA.

This scope of work describes the work to be performed and deliverables to be produced as part of the AGIS project.

FAA AGIS Scoping spreadsheets, highlighting features to be collected are attached at the end of this scope of work.

## **TASK 1 - PROJECT MANAGEMENT**

1. Coordinate with FAA and the City in the development of the project.
2. Finalize work scope and schedule, and negotiate contract with the City.
3. Carry out project administration including, but not limited to monitoring design and project schedules, coordination of project with the City and FAA, monitoring and reporting technical and budget issues to the City and FAA, preparation of monthly consultant invoices for submittal to the City.

Activity for the work is expected to occur over a 27 month period, an allowance of 4-hours per month is assumed for this activity.

4. Coordinate project team, subconsultants and administer subconsultant contracts.

## **TASK 2 – AGIS WORK**

This summary of work describes the scope of work and services required for an aeronautical obstruction survey at the McMinnville Municipal Airport (MMV) located in McMinnville, OR. The project will be done in compliance with AGIS policies and will include an airport airspace analysis for vertically-guided operations for future Runway 4/22 and non-vertically guided operations for existing runway 17/35. The Advisory

Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the Federal Aviation Administration (FAA) and the National Geodetic Survey (NGS).

- AC 150/5300-16A “General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey”
- AC 150/5300-17C “Standards for Using Remote Sensing Technologies in Airport Surveys”
- AC 150/5300-18B (Change 1) “General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards”

## Summary of Work

The purpose of this project is to accomplish an FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1 Runways with vertical guidance.

For this project, we will acquire new vertical stereo digital imagery at a physical image scale of 1”=1906’ of the obstruction surface areas and 1”=508’ of the airport property. The aerial imagery will cover all of the NVG and VG Airspace Analysis surfaces using a Zeiss Z/I Digital Mapping Camera (DMC), or comparable, during leaf-on conditions.

From the 1”=1,906’ imagery, we will produce the following:

- Limited landmark feature planimetric mapping
- Color digital orthophotos with a 1.0’ pixel resolution
- Identification and mapping of obstruction obstacles for all of the NVG and VG surfaces

From the 1”= 508’ imagery, we will produce the following:

- Identification and mapping of obstruction obstacles for the NVGPS, VGRPS, VGPCS & VGPS surfaces

Consultant will be responsible for preparation and submittal of the Statement of Work (SOW), Survey and Quality Control Plan, Imagery Acquisition Plan, Imagery Acquisition Report, Final Project Report and all associated data files as required for submission to the FAA AGIS online database.

## Quality Standards

The project has been designed to conform to the National Map Accuracy Standards for limited landmark planimetric feature collection and twelve inch orthophoto production. Photogrammetric mapping will meet all FAA and NGS standards.

## Project Area

The project area encompasses all of McMinnville Municipal Airport inclusive of the obstruction surfaces as defined in AC 150/5300-18B.

## Control Surveying

The aerial photography will be completed with ABGPS control which will be used for the base control for the geo-referencing of the aerial imagery. Quantum Spatial will process the ABGPS data using COR stations and reference it to the project control datums:

Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in the Oregon State Plane Coordinate System, North Zone in International survey feet.

Vertical: North American Vertical Datum of 1988 (NAVD 88)

Consultant will complete all of the remaining on-site ground control surveys, including:

- Geodetic control validation of the existing airport PACS and SACS stations or establish temporary airport control according to the guidelines established in AC 150/5300-16A
- Establishing all necessary photo-identifiable ground control and FAA mandated check-points required to validate the ABGPS and IMU control. Quantum Spatial will provide information on the specific locations of the required control and check points.
- Collection of all the airport runway end positions
- Collection of vertical profiles for all runways
- Collection of the position, elevation, and where required the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDS) located on the airport and associated with any current instrument approach servicing the airport
- All other tasks, not specifically listed above, as outlined in FAA AC-18B, Table 2-1 "Survey Requirements Matrix for *Airport Obstruction Charts*."

## Orthophoto Mapping

Consultant will use the control solution and imagery to generate a Digital Elevation Model (DEM) of the VG surfaces. The imagery will be processed into color digital orthophotos using the aforementioned DEM to rectify the images. Orthophotos for the entire project area will be developed with a 1.0' pixel resolution. Orthos will be delivered in a GeoTIFF file format.

## NVG and VG Obstruction Surveys

For the VG Obstructions Surfaces our production personnel will satisfy the following requirements of the AC 150/5300-18B:

- 2.7.1.2 Analysis of Runway 4/22 (using endpoints provided by Century West) and 17/35 with Vertically Guided Operations  
(Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS and VGCS)

For the NVG obstructions surfaces for RWY 17/35, our production personnel will satisfy the following requirements of FAA AC 150/ 5300-18B:

- 2.7.1.4. Analysis of Runways - Non-Vertically Guided Operations  
(Surfaces include the NVGPS, NVGAS, NVGTS, and NVGHS)

The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meet the requirement of the circular, but are of a nature that elevations at the highest point of the obstruction are virtually impossible to read through photogrammetric methods (cell tower, electrical tower, etc.), will be identified and relayed to the surveyor to initiate field surveyed elevations for the obstruction.

The obstruction delivery will include the limited landmark planimetric feature collection.

The final data will be delivered in ESRI Shapefile format.

## Establishment of PACS and SACS

Establishment of PACS and SACS is not included as part of this scope of work.

## Deliverables

Consultant will submit all data collected and associated required deliverable in the formats specified in the appropriate advisory circulars to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program's web site at <http://airports-gis.faa.gov>.

The AC 150/5300-17C project data deliveries that will not be submitted through the web site will be delivered on external hard drives or DVDs.

The 18B deliverables that will be uploaded to the AGIS website include:

- Statement of Work, Imagery Plan and Survey and Quality Control Plan
- Image Delivery
- Digital limited landmark detail outside the airport
- Color digital orthophotos with a 1.0' pixel resolution (GeoTIFF format)
- Obstruction survey data (that covers NVG & VG surfaces)
- Surveyed centerline profile on NVG & VG runways
- NAVAID data
- Photogrammetrically derived attributes in defined format
- FGDC compliant metadata
- Final Report

In addition to the above, Consultant will analyze the Approach and Departure surface for RW 22 in accordance with AC 150/5300-13A, Change 1.

All digital files will be delivered on external hard drive or CD/DVD.

PROJECT TITLE: MCMINNVILLE MUNICIPAL AIRPORT-AGIS SERVICES  
 CLIENT: CITY OF MCMINNVILLE  
 JOB NUMBER: TBA

PROJECT TASK	PRINCIPAL	SR PROJ	SR PROJ	\$0.00	\$0.00	\$0.00	CLER. \$55.00	TOTAL PROJECT HRS	PROJECT COST	TASK COST
	ENGR \$217.00	MGR \$175.00	ENGR \$125.00							
AGIS SERVICES										
Project Management/Administration										\$25,000.00
1 Develop project scope with Airport/FAA	8	0	0			0	2	10	\$1,846.00	
2 Finalize Scope and Schedule, Neg. Contract	8	0	0			0	2	10	\$1,846.00	
3 Project Administration (27 months)	8	0	84			0	24	116	\$13,556.00	
4 Coordinate project Team and Subs	2	0	16			0	2	20	\$2,544.00	
5 Conduct in-house QA/QC	24	0	0			0	0	24	\$5,208.00	
Labor Subtotal	50	0	100	0	0	0	30	180	\$25,000.00	\$25,000.00

EXPENSES:

Travel:	Cost Per Unit	Air Trips	Ground Trips	Days	R.T. Miles	Markup	
Lodging	\$0.00				0	1.1	\$0.00
Rental Car/Fuel/Milage	\$0.60			0		100 1.0	\$0.00
Airfare	\$0.00			0		1 1.1	\$0.00
Meals	\$30.00				0	1.1	\$0.00
Misc. expenses:							
MISC							\$250.00
PHOTO COPIES							\$50.00
POSTAGE							\$100.00
PRINTING							\$0.00
PLOTTING							\$0.00
FIELD SUPPLIES							\$0.00
Sub-Consultants:							
1. AGIS Subconsultant-Quantum Spatial Inc.					\$58,075.00	1.1	\$63,882.50
2. AGIS PACS/SACS-1 PACS Only	Not included				\$0.00	1.1	\$0.00
3. Additional Cost for 1 PACS and 1 SACS	Not included				\$0.00	1.1	\$0.00
4. Additional Cost for 1 PACS and 2 SACS	Not included				\$0.00	1.1	\$0.00
5. none					\$0.00	1.1	\$0.00
6. none					\$0.00	1.1	\$0.00

Subtotal - Expenses	\$400.00
Subtotal - Subconsultants	\$63,882.50
Total - AGIS SERVICES	\$89,282.50

AIRPORTS GIS PROJECT SCOPE (TYPICAL) FAA AGIS   SCOPING MATRIX		Relevant Data Projects WITHIN FAA AC 150/5300-18B Table 2-1			Additional Data Projects OUTSIDE of FAA AC 150/5300-18B Table 2-1		
 <p>Typical Imagery Collection Scales: - 300' scale inside airport boundary - 800' scale outside airport boundary</p> <p>Typical Progressive Data Collection Estimates --&gt;</p> <p>FEATURE GROUP Feature Class</p>	<p><b>Airspace Analysis</b> (Object Identification Surfaces; Instrument Procedure Development; Obstruction Evaluation)</p>	<p><b>Airside Construction Projects</b> (AGIS data collection subtasks w/i project scope; as-built deliverables in AGIS format)</p>	<p><b>Airport Layout Plan Update (Master Plan Update); electronic Airport Layout Plan (eALP)</b></p>	<p><b>Additional FAA Needs</b> (eg., data needs for Part 139; pavement design/rehab; add-ons for environmental projects)</p>	<p><b>Additional Airport Needs</b> (eg., detailed planimetrics for noise monitoring; landside construction projects)</p>	<p><b>Enterprise GIS</b> (customizable: eg., automated maintenance work orders; terminal lease management)</p>	
	<p>\$XX-XXXk for 1st rwy (additional rws less/rwy)</p> <p>(FAA ATO and/or FAA AIP eligible)</p>	<p>\$XX-XXk</p> <p>(typically, these are built onto initial costs for AA/IPD, but for small projects, may be stand-alone)</p>	<p>\$XX-XXXk+ for 1st rwy (additional rws less/rwy)</p> <p>(built onto initial cost for AA/IPD, so be sure build on those to total costs; FAA AIP eligible)</p>	<p>\$XX-XXXk+</p> <p>(built onto eALP costs; FAA AIP eligible)</p>	<p>\$XXX-XXXk+</p> <p>(built onto eALP costs; <u>airport</u> funded)</p>	<p>\$ ADDITIONAL</p> <p>(built onto previous project costs; <u>airport</u> funded)</p>	

>> NOTE: columns/rows filled in below are representative of a "typical" AGIS project scope; feature classes are specific to each project type; each airport and must be tailored accordingly <<

AIRFIELD							
1	Air Operations Area				Y	Y	Y
2	Aircraft Gate Stand		Y	Y	Y	Y	Y
3	Aircraft Non Movement Area			Y		Y	Y
4	Airfield Light		Y	Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup>
5	Airport Sign		Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup> & Y <sup>2</sup>
6	Apron			Y	Y	Y	Y
7	Arresting Gear						
8	Deicing Area				Y	Y	Y
9	Frequency Area				Y	Y	Y
10	Marking Area	Y <sup>6</sup>	Y <sup>6</sup>	Y <sup>6</sup>	Y	Y	Y
11	Marking Line	Y <sup>6</sup>	Y <sup>6</sup>	Y <sup>6</sup>	Y	Y	Y
12	Movement Area		Y	Y	Y	Y	Y
13	Passenger Loading Bridge					Y	Y
14	Restricted Access Boundary				Y <sup>2*</sup>	Y <sup>2*</sup>	Y <sup>2*</sup>
15	Runway	Y	Y	Y	Y	Y	Y
16	Runway Arresting Area						
17	Runway Blast Pad	Y	Y	Y	Y	Y	Y
18	Runway Centerline	Y	Y	Y	Y	Y	Y
19	Runway Element	Y	Y	Y	Y	Y	Y
20	Runway End	Y	Y	Y	Y	Y	Y
21	Runway Helipad Design Surface		Y	Y	Y	Y	Y
22	Runway Intersection		Y	Y			
23	Runway Label	Y	Y	Y	Y	Y	Y
24	Runway LAHSO						
25	Runway Safety Area Boundary				Y	Y	Y
26	Shoulder		Y <sup>1*</sup>	Y <sup>1*</sup>	Y <sup>1*</sup>	Y <sup>1</sup> & Y <sup>2*</sup>	Y <sup>1</sup> & Y <sup>2*</sup>
27	Stopway						
28	Taxiway Element		Y	Y	Y	Y	Y
29	Taxiway Holding Position		Y	Y	Y	Y	Y
30	Taxiway Intersection		Y	Y	Y	Y	Y
31	Touch Down Lift Off	Y	Y	Y	Y	Y	Y
AIRSPACE							
32	Landmark Segment	Y	Y	Y	Y <sup>1</sup>	Y	Y
33	Obstacle	Y	Y	Y	Y	Y	Y
34	Obstruction Area	Y	Y	Y	Y	Y	Y
35	Obstruction Identification Surface	Y	Y	Y	Y	Y	Y
36	Runway Protect Area		Y <sup>7</sup>	Y <sup>7</sup>	Y <sup>7</sup>	Y	Y
CADASTRAL							
37	Airport Boundary			Y	Y	Y	Y
38	Airport Parcel			Y	Y	Y <sup>1</sup> & Y <sup>2</sup>	Y
39	County					Y	Y

AIRPORTS GIS PROJECT SCOPE (TYPICAL) FAA AGIS   SCOPING MATRIX		Relevant Data Projects WITHIN FAA AC 150/5300-18B Table 2-1			Additional Data Projects OUTSIDE of FAA AC 150/5300-18B Table 2-1		
 <p>Typical Imagery Collection Scales: - 300' scale inside airport boundary - 800' scale outside airport boundary</p> <p>Typical Progressive Data Collection Estimates --&gt;</p>	<p>FEATURE GROUP Feature Class</p>	<p><b>Airspace Analysis</b> (Object Identification Surfaces; Instrument Procedure Development; Obstruction Evaluation)</p>	<p><b>Airside Construction Projects</b> (AGIS data collection subtasks w/i project scope; as-built deliverables in AGIS format)</p>	<p><b>Airport Layout Plan Update (Master Plan Update); electronic Airport Layout Plan (eALP)</b></p>	<p><b>Additional FAA Needs</b> (eg., data needs for Part 139; pavement design/rehab; add-ons for environmental projects)</p>	<p><b>Additional Airport Needs</b> (eg., detailed planimetrics for noise monitoring; landside construction projects)</p>	<p><b>Enterprise GIS</b> (customizable: eg., automated maintenance work orders; terminal lease management)</p>
		<p>\$XX-XXXk for 1st rwy (additional rwys less/rwy)</p> <p>(FAA ATO and/or FAA AIP eligible)</p>	<p>\$XX-XXk</p> <p>(typically, these are built onto initial costs for AA/IPD, but for small projects, may be stand-alone)</p>	<p>\$XX-XXXk+ for 1st rwy (additional rwys less/rwy)</p> <p>(built onto initial cost for AA/IPD, so be sure build on those to total costs; FAA AIP eligible)</p>	<p>\$XX-XXXk+</p> <p>(built onto eALP costs; FAA AIP eligible)</p>	<p>\$XXX-XXXk+</p> <p>(built onto eALP costs; <u>airport</u> funded)</p>	<p>\$ ADDITIONAL</p> <p>(built onto previous project costs; <u>airport</u> funded)</p>

>> NOTE: columns/rows filled in below are representative of a "typical" AGIS project scope; feature classes are specific to each project type; each airport and must be tailored accordingly <<

40	Easements And Rights Of Way				Y <sup>1</sup>	Y <sup>1</sup> & Y <sup>2*</sup>	Y <sup>1</sup> & Y <sup>2*</sup>
41	FAA Region Area				Y	Y	Y
42	Land Use			Y <sup>5</sup>	Y <sup>1</sup>	Y	Y
43	Lease Zone				Y <sup>1</sup>	Y	Y
44	Municipality					Y	Y
45	Parcel				Y <sup>2*</sup>	Y <sup>2*</sup>	Y <sup>2*</sup>
46	State					Y	Y
47	Zoning			Y <sup>4</sup>	Y <sup>4</sup>	Y <sup>4</sup>	Y <sup>4</sup>
<b>ENVIRONMENTAL</b>							
48	Environmental Contamination Area				Y <sup>4</sup>	Y <sup>4</sup>	Y <sup>4</sup>
49	Fauna Hazard Area				Y <sup>4</sup>	Y <sup>4</sup>	Y <sup>4</sup>
50	Flood Zone			Y <sup>4</sup>	Y <sup>4</sup>	Y <sup>4</sup>	Y <sup>4</sup>
51	Flora Species Site			Y	Y <sup>4</sup>	Y <sup>4</sup>	Y <sup>4</sup>
52	Forest Stand Area			Y	Y <sup>4</sup>	Y <sup>4</sup>	Y <sup>4</sup>
53	Hazardous Material Storage Site				Y <sup>4</sup>	Y <sup>4</sup>	Y <sup>4</sup>
54	Noise Contour				Y <sup>4</sup>	Y <sup>4</sup>	Y <sup>4</sup>
55	Noise Incident				Y <sup>4</sup>	Y <sup>4</sup>	Y <sup>4</sup>
56	Noise Monitoring Point				Y <sup>4</sup>	Y <sup>4</sup>	Y <sup>4</sup>
57	Sample Collection Point				Y <sup>2*</sup>	Y <sup>2*</sup>	Y <sup>2*</sup>
58	Shoreline			Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>2*</sup>	Y <sup>2*</sup>
59	Wetland			Y <sup>4</sup>	Y <sup>4</sup>	Y <sup>4</sup>	Y <sup>4</sup>
<b>GEOSPATIAL</b>							
Airport Control Point	60 - Airport Elevation	Y	Y	Y	Y	Y	Y
	61 - Centerline Perpendicular Points	Y	Y	Y	Y	Y	Y
	62 - Displaced Threshold Point	Y	Y	Y	Y	Y	Y
	63 - Primary/Secondary Airport Control Stations (PACS/SACS)	Y	Y	Y	Y	Y	Y
	64 - Profile Points	Y	Y	Y	Y	Y	Y
	65 - Runway Intersection	Y	Y	Y	Y	Y	Y
	66 - Stopway Ends	Y	Y	Y	Y	Y	Y
	67 - Touchdown Zone Elevation (TDZE)	Y	Y	Y	Y	Y	Y
68	Coordinate Grid Area	Y	Y	Y	Y	Y	Y
69	Elevation Contour			Y <sup>3</sup>		Y <sup>3*</sup>	Y <sup>3*</sup>
70	Image Area	Y	Y	Y	Y	Y	Y
<b>MANMADE STRUCTURES</b>							
71	Building			Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup> & Y <sup>2*</sup>	Y <sup>1</sup> & Y <sup>2*</sup>
72	Construction Area			Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup> & Y <sup>2*</sup>	Y <sup>1</sup> & Y <sup>2*</sup>
73	Fence			Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup> & Y <sup>2*</sup>	Y <sup>1</sup> & Y <sup>2*</sup>
74	Gate			Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup>
75	Roof		Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup> & Y <sup>5</sup>	Y <sup>1</sup> & Y <sup>5</sup>
76	Tower		Y	Y	Y	Y	Y
<b>NAVIGATIONAL AIDS</b>							
77	Navaid Critical Area		Y	Y	Y	Y	Y

AIRPORTS GIS PROJECT SCOPE (TYPICAL) FAA AGIS   SCOPING MATRIX		Relevant Data Projects WITHIN FAA AC 150/5300-18B Table 2-1			Additional Data Projects OUTSIDE of FAA AC 150/5300-18B Table 2-1		
 <p>Typical Imagery Collection Scales: - 300' scale inside airport boundary - 800' scale outside airport boundary</p> <p>Typical Progressive Data Collection Estimates --&gt;</p> <p>FEATURE GROUP Feature Class</p>		<b>Airspace Analysis</b> (Object Identification Surfaces; Instrument Procedure Development; Obstruction Evaluation)	<b>Airside Construction Projects</b> (AGIS data collection subtasks w/i project scope; as-built deliverables in AGIS format)	<b>Airport Layout Plan Update (Master Plan Update); electronic Airport Layout Plan (eALP)</b>	<b>Additional FAA Needs</b> (eg., data needs for Part 139; pavement design/rehab; add-ons for environmental projects)	<b>Additional Airport Needs</b> (eg., detailed planimetrics for noise monitoring; landside construction projects)	<b>Enterprise GIS</b> (customizable: eg., automated maintenance work orders; terminal lease management)
		\$XX-XXXk for 1st rwy (additional rwy less/rwy)  (FAA ATO and/or FAA AIP eligible)	\$XX-XXk  (typically, these are built onto initial costs for AA/IPD, but for small projects, may be stand-alone)	\$XX-XXXk+ for 1st rwy (additional rwy less/rwy)  (built onto initial cost for AA/IPD, so be sure build on those to total costs; FAA AIP eligible)	\$XX-XXXk+  (built onto eALP costs; FAA AIP eligible)	\$XXX-XXXk+  (built onto eALP costs; airport funded)	\$ ADDITIONAL  (built onto previous project costs; airport funded)

>> NOTE: columns/rows filled in below are representative of a "typical" AGIS project scope; feature classes are specific to each project type; each airport and must be tailored accordingly <<

NAVAID Equipment	78 - "T" Visual Approach Slope Indicator System (T-VASI)	Y	Y	Y	Y	Y	Y
	79 - Air Route Surveillance Radar (ARSR)	Y	Y	Y	Y	Y	Y
	80 - Airport Beacon	Y	Y	Y	Y	Y	Y
	81 - Approach Lighting Systems (ALS)	Y	Y	Y	Y	Y	Y
	82 - Back Course Marker (BCM)	Y	Y	Y	Y	Y	Y
	83 - Distance Measuring Equipment (DME)	Y	Y	Y	Y	Y	Y
	84 - Fan Marker (FM)	Y	Y	Y	Y	Y	Y
	85 - Glide Slope (GS)	Y	Y	Y	Y	Y	Y
	86 - Ground Controlled Approach (GCA) Touchdown Reflectors	Y	Y	Y	Y	Y	Y
	87 - Inner Marker (IM)	Y	Y	Y	Y	Y	Y
NAVAID Equipment	88 - Localizer (LOC)	Y	Y	Y	Y	Y	Y
	89 - Localizer Type Directional Aid (LDA)	Y	Y	Y	Y	Y	Y
	90 - Middle Marker (MM)	Y	Y	Y	Y	Y	Y
	91 - MLS Azimuth Antenna (MLSAZ)	Y	Y	Y	Y	Y	Y
	92 - MLS Elevation Antenna (MLSEZ)	Y	Y	Y	Y	Y	Y
	93 - Non-Directional Beacon (NDB)	Y	Y	Y	Y	Y	Y
	94 - Outer Marker (OM)	Y	Y	Y	Y	Y	Y
	95 - Precision Approach Path Indicator (PAPI) System	Y	Y	Y	Y	Y	Y
	96 - Precision Approach Radar (PAR) Touchdown Reflectors	Y	Y	Y	Y	Y	Y
	97 - Pulsating Visual Approach Slope Indicator (PVASI)	Y	Y	Y	Y	Y	Y
NAVAID Equipment	98 - Pulse Light Approach Slope Indicator (PLASI) System	Y	Y	Y	Y	Y	Y
	99 - Runway End Identifier Lights (REIL)	Y	Y	Y	Y	Y	Y
	100 - Simplified Directional Facility (SDF)	Y	Y	Y	Y	Y	Y
	101 - Tactical Air Navigation (TACAN)	Y	Y	Y	Y	Y	Y
	102 - Tricolor Visual Approach Slope Indicator System (TRCV)	Y	Y	Y	Y	Y	Y
	103 - VHF Omni-Directional Range (VOR)	Y	Y	Y	Y	Y	Y
	104 - Visual Approach Slope Indicator System (VASI)	Y	Y	Y	Y	Y	Y
	105 - VOR/TACAN (VORTAC)	Y	Y	Y	Y	Y	Y
106	Navaid Site			Y	Y	Y	Y
<b>SEA PLANE</b>							
107	Anchorage Area						
108	Dock Area						
109	Navigation Buoy						
110	Seaplane Ramp Centerline						
111	Seaplane Ramp Site						
112	Taxi Channel						
113	Turning Basin						
114	Water Lane End						
115	Water Operating Area						
<b>SECURITY</b>							
116	Security Area				Y		Y
117	Security ID Display Area						Y

**AIRPORTS GIS PROJECT SCOPE (TYPICAL)**  
**FAA AGIS | SCOPING MATRIX**



Typical Imagery Collection Scales:  
 - 300' scale inside airport boundary  
 - 800' scale outside airport boundary

Typical Progressive Data Collection Estimates -->

FEATURE GROUP  
 Feature Class

**Relevant Data Projects WITHIN**  
**FAA AC 150/5300-18B Table 2-1**

**Airspace Analysis**  
 (Object Identification Surfaces;  
 Instrument Procedure Development;  
 Obstruction Evaluation)

**Airside Construction Projects**  
 (AGIS data collection subtasks w/i  
 project scope; as-built deliverables in  
 AGIS format)

**Airport Layout Plan Update**  
**(Master Plan Update); electronic**  
**Airport Layout Plan (eALP)**

\$XX-XXXk for 1st rwy (additional  
 rwys less/rwy)

\$XX-XXk

\$XX-XXXk+ for 1st rwy (additional  
 rwys less/rwy)

(FAA ATO and/or  
 FAA AIP eligible)

(typically, these are built onto initial  
 costs for AA/IPD, but for small projects,  
 may be stand-alone)

(built onto initial cost for AA/IPD, so be  
 sure build on those to total costs; FAA  
 AIP eligible)

**Additional Data Projects OUTSIDE of**  
**FAA AC 150/5300-18B Table 2-1**

**Additional**  
**FAA Needs**

(eg., data needs for Part 139; pavement  
 design/rehab; add-ons for  
 environmental projects)

**Additional**  
**Airport Needs**

(eg., detailed planimetrics for noise  
 monitoring; landside construction  
 projects)

**Enterprise GIS**  
 (customizable: eg., automated  
 maintenance work orders; terminal  
 lease management)

\$XX-XXXk+

(built onto eALP costs;  
 FAA AIP eligible)

\$XXX-XXXk+

(built onto eALP costs;  
 airport funded)

\$ ADDITIONAL

(built onto previous project costs;  
 airport funded)

>> NOTE: columns/rows filled in below are representative of a "typical" AGIS project scope; feature classes are specific to each project type; each airport and must be tailored accordingly <<

118	Security Perimeter Line					Y	Y
119	Sterile Area				Y <sup>1</sup>	Y <sup>2*</sup>	Y <sup>2*</sup>
<b>SURFACE TRANSPORTATION</b>							
120	Bridge			Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup> & Y <sup>2</sup>	Y <sup>2</sup> & Y
121	Driveway Area			Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup> & Y <sup>2*</sup>	Y <sup>1</sup> & Y <sup>2*</sup>
122	Driveway Centerline			Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup> & Y <sup>2*</sup>	Y <sup>1</sup> & Y <sup>2*</sup>
123	Parking Lot			Y <sup>1</sup>		Y <sup>1</sup> & Y <sup>2</sup>	Y <sup>1</sup> & Y <sup>2</sup>
124	Railroad Centerline						
125	Railroad Yard						
126	Road Centerline			Y <sup>1</sup>	Y <sup>2*</sup>	Y <sup>2*</sup>	Y <sup>2*</sup>
127	Road Point			Y <sup>1</sup>	Y <sup>2*</sup>	Y <sup>2*</sup>	Y <sup>2*</sup>
128	Road Segment			Y <sup>1</sup>	Y <sup>2*</sup>	Y <sup>2*</sup>	Y <sup>2*</sup>
129	Sidewalk			Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup> & Y <sup>2*</sup>	Y <sup>1</sup> & Y <sup>2*</sup>
130	Tunnel		Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>2*</sup>	Y <sup>2*</sup>
<b>UTILITIES</b>							
131	Tank Site				Y <sup>1</sup>	Y <sup>1</sup> & Y <sup>2*</sup>	Y <sup>1</sup> & Y <sup>2*</sup>
132	Utility Line				Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup>
133	Utility Point		Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup>
134	Utility Polygon		Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup>
<b>ADDITIONAL FEATURES &lt;-- not comprehensive; just samples of features an airport may want (outside of -18B)</b>							
135	3D Mapping					Y	Y
136	Asset Management - Airfield						Y
137	Asset Management - Landside						Y
138	Asset Management - Terminal						Y
139	Carbon Footprint						Y
140	Emergency Management						Y
141	Environmental Management System				Y		Y
142	Grant Management - Federal						Y
143	Grant Management - Local						Y
144	Grant Management - State						Y
145	Green House Gas Emissions						Y
146	Lease Management - Airport Property					Y	Y
147	Lease Management - Terminal					Y	Y
148	Maintenance Work Orders					Y <sup>1</sup>	Y <sup>1</sup>
149	Natural Vegetation Index						Y
150	Noise Monitor Data Automation					Y <sup>1</sup>	Y <sup>1</sup>
151	Pavement Management				Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup>
152	Safety Management System				Y		Y
153	Security Access Points - Terminal						Y
154	Subsurface Utility Plan					Y	Y
155	Sustainability						Y <sup>1</sup> & Y <sup>2*</sup>
156	Wildlife Hazard Mitigation				Y <sup>1</sup> & Y <sup>2*</sup>	Y <sup>1</sup> & Y <sup>2*</sup>	Y <sup>1</sup> & Y <sup>2*</sup>

FAA INTERNAL USE FOR REFERENCE ONLY							
AIRPORTS GIS PROJECT SCOPE (TYPICAL) FAA AGIS   SCOPING MATRIX		Relevant Data Projects WITHIN FAA AC 150/5300-18B Table 2-1			Additional Data Projects OUTSIDE of FAA AC 150/5300-18B Table 2-1		
 <p>Typical Imagery Collection Scales: - 300' scale inside airport boundary - 800' scale outside airport boundary</p>	<p>Typical Progressive Data Collection Estimates --&gt;</p>	<p><b>Airspace Analysis</b> (Object Identification Surfaces; Instrument Procedure Development; Obstruction Evaluation)</p>	<p><b>Airside Construction Projects</b> (AGIS data collection subtasks w/i project scope; as-built deliverables in AGIS format)</p>	<p><b>Airport Layout Plan Update (Master Plan Update); electronic Airport Layout Plan (eALP)</b></p>	<p><b>Additional FAA Needs</b> (eg., data needs for Part 139; pavement design/rehab; add-ons for environmental projects)</p>	<p><b>Additional Airport Needs</b> (eg., detailed planimetrics for noise monitoring; landside construction projects)</p>	<p><b>Enterprise GIS</b> (customizable: eg., automated maintenance work orders; terminal lease management)</p>
		<p>\$XX-XXXk for 1st rwy (additional rwy less/rwy)</p> <p>(FAA ATO and/or FAA AIP eligible)</p>	<p>\$XX-XXk</p> <p>(typically, these are built onto initial costs for AA/IPD, but for small projects, may be stand-alone)</p>	<p>\$XX-XXXk+ for 1st rwy (additional rwy less/rwy)</p> <p>(built onto initial cost for AA/IPD, so be sure build on those to total costs; FAA AIP eligible)</p>	<p>\$XX-XXXk+</p> <p>(built onto eALP costs; FAA AIP eligible)</p>	<p>\$XXX-XXXk+</p> <p>(built onto eALP costs; airport funded)</p>	<p>\$ ADDITIONAL</p> <p>(built onto previous project costs; airport funded)</p>
<p>&gt;&gt; NOTE: columns/rows filled in below are representative of a "typical" AGIS project scope; feature classes are specific to each project type; each airport and must be tailored accordingly &lt;&lt;</p>							

MATRIX CAVEATS	
1 - Restricted to within airport property boundary (and/or TTF)	<p>NOTE: To ensure an AGIS project stays within scope in terms of data collection FAA requires vs data collection an airport may need or desire, FAA PMs are encouraged to act as arbitrators during project scoping activities as well as during project progress meetings and reporting -- in effect, helping the sponsor discern: what features are required within the bounds of -18B; what features FAA may also need outside of -18B; and what the airport needs (and, if desired, must pay for) beyond these parameters -- ensuring a proper delineation between federally funded data collection and airport sponsor funded data collection -- agreed upon between the FAA and the airport sponsor, as well as the airport sponsor and its primary consultant</p> <p>Therefore, items caveated to the left (as referenced in the various rows/columns of the deeper dive for Step 2) are often directly related to discerning features FAA requires and features (and associated granularity) an airport "needs" or "desires" as part of either their day-to-day data set and/or enterprise/asset management system. (Enterprise/asset management systems are typically only found at large/medium hubs or cash-flush airports.)</p> <p>As a sponsor considers the "value-add" of collecting more details, these features can be collected (at the airport sponsor's cost) during the initial project or as "non-safety critical" features at a later date as subtasks in other projects that arise.</p> <p>One example of this is an "Airport Sign." -18B requires collection of "Airport Signs" on the airside only, and AGIS enumeration tables reflect only airside attribution. An airport may "desire" to know locations and an assortment of attribution for "airport signs" on the landside. These can be gleaned from FAA-required imagery, but their collection is the airport sponsor's cost.</p>
1* - For runways and taxiways, not roads	
1+ - Restricted to what appears within a typical FAA Airport Diagram	
2 - Outside airport property boundary (within 300-scale orthophoto limits)	
2* - Outside airport property boundary, but within a defined buffer (eg., 1,500')	
2+ - Outside airport property boundary (within 800-scale orthophoto limits)	
3 - 1'-2' contours limited to the AOA	
3* - 1'-2' contours within airport boundary; 2-10' contours within project limits	
4 - Airport Sponsor, FAA, or other Government source	
5 - Limited to the 65 DNL contour	
6 - Runway markings required for IPD and ALP; taxiway markings for AMD	
7 - FAA requires only roadway elevation in RPZ	

FEATURE CLASS / Feature	Typical Map Source	-18B Table 2-1 (SAMPLE ADO PM Comments/Items to Note)	Attribute Name	Attribute Source (if different)	Delivery Date	Pre-Processing Comments	Follow-up (with Source)	Post-Processing Comments	Final Resident Data Set
<b>AIRFIELD</b>									
Air Operations Area	Airport Security Plan	Does the airport have digital data?	name	Airport Security Plan/Airport Layout Plan					
		Sponsor or consultant will have to calculate these features from the Exhibit A	description	Airport Security Plan/Airport Layout Plan					
		Need to tie section corners with typical control	status						
		Not a Table 2-1 item for an airspace analysis	userFlag						
			alternative						
Aircraft Gate Stand	Photogrammetry/Field Survey	View imagery for approximations	name	[Name of Sponsor Document Source]					
			description	[Name of Sponsor Document Source]					
			status	[Name of Sponsor Document Source]					
			gateStandType	[Name of Sponsor Document Source]					
			length	[Name of Sponsor Document Source]					
			pavementClassificationNumber	[Name of Sponsor Document Source]					
			width	[Name of Sponsor Document Source]					
			wingspan	[Name of Sponsor Document Source]					
			jetwayAvailability	[Name of Sponsor Document Source]					
			towingAvailability	[Name of Sponsor Document Source]					
			dockingAvailability	[Name of Sponsor Document Source]					
			groundPowerAvailability	[Name of Sponsor Document Source]					
			surfaceType	[Name of Sponsor Document Source]					
	surfaceCondition	Field Survey conducted by [survey company]							
			userFlag						
			alternative						
Aircraft Non-Movement Area	Airport Layout Plan/Sponsor	Consultant will need airport input	name	Airport Layout Plan					
			description	[Name of Sponsor Document Source]					
			status	Airport Layout Plan					
			userFlag						
			alternative						
Airfield Light	Photogrammetry/Field Survey	Sponsor to identify Cat-I, Cat-II, Cat-III, etc.	name	Consultant					
		The consultant expects to find: (eg., PAPIs, REILS, MALSR, etc. on Rwy 27R)	description	Consultant					
		The consultant will also collect obstruction lights	status	Consultant					
		Airfield street lights will be collected as utility points	color	Consultant					
		Landside street lights not collected in this feature class (considered utility points)	lightingType						
			luminescence						
			pilotControlFrequency						
	userFlag								
			alternative						
Airport Sign	Photogrammetry/Field Survey/Signage and Marking Plan	Direction needed from sponsor for attribution granularity	name	Consultant					
		-18B requires signs collected on the airfield only	description	Consultant					
		Landside airport signs not required (unless airport sponsor desires, pays for)	status	Consultant					
		Enhanced runway markings on taxiways are collected, per -18B, as polygons	height						
		Airport sponsor may wish to collect more line-work details; if so, may be eligible for AIP funding as part of ALP deliverable (cleaning up AGIS data)	message						
		Additional service beyond -18B: hyperlinked photos of airfield signs	signTypeCode						
		Additional cost beyond -18B (but a benefit): tie in Signage and Marking Plan	userFlag						
			alternative						
Apron	Photogrammetry	Direction needed from sponsor for apron delineation and anomalies	name	Consultant					
		This feature may need tweaking in GIS as a complex polygon (polygon w/i polygon)	description	Consultant					
		This feature may need clarification: vehicle/GSE parking sometimes on apron	status	Consultant					
			apronType						
			pavementClassificationNumber						
			surfaceCondition						
			surfaceMaterial	Consultant					
			surfaceType	Consultant					
			numberOfTiedowns						
			fuel						
	userFlag								
			alternative						
Arresting Gear	Photogrammetry/Field Survey	Rarely found on civilian airports; may be found on joint-use facilities	name	Consultant					
			description	Consultant					
			status	Consultant					
			airportFacilityType						
			owner						
			alternative						
			userFlag						
Deicing Area	Airport Layout Plan	Input required from airport sponsor to delineate locations	name	[Name of Sponsor Document Source]					
			description	[Name of Sponsor Document Source]					
			status	[Name of Sponsor Document Source]					
			userFlag						
			alternative						
		Not a Table 2-1 item for an airspace analysis	name						

FEATURE CLASS / Feature	Typical Map Source	-18B Table 2-1 (SAMPLE ADO PM Comments/Items to Note)	Attribute Name	Attribute Source (if different)	Delivery Date	Pre-Processing Comments	Follow-up (with Source)	Post-Processing Comments	Final Resident Data Set	
Frequency Area	Photogrammetry/Sponsor Document Source	UNICOM - (2D vs 3D)	description							
		ATIS	status							
		CLERANCE DELIVERY	frequency							
		[LOCID] GROUND	station							
		[LOCID] TOWER	userFlag							
		[ARTCC/TRACON] APPROACH/DEPARTURE	alternative							
		-18B requires runway/taxiway markings only	name	Consultant						
		Initial scoping may include a simple Google Earth map	description	Consultant						
Marking Area	Photogrammetry/Field Survey	Airport sponsor may wish to collect more line-work details; sponsor's cost	status	Consultant						
			markingFeatureType	Consultant						
			color	Consultant						
			alternative							
			userFlag							
		-18B requires runway/taxiway markings only	name	Consultant						
		Initial scoping may include a simple Google Earth map	description	Consultant						
Marking Line	Photogrammetry/Field Survey		status	Consultant						
			markingFeatureType	Consultant						
			color	Consultant						
			userFlag							
			alternative							
		Consultant will need airport input (from sponsor and/or ALP)	name	[Name of Sponsor Document Source]						
Movement Area	Map Generated		description	[Name of Sponsor Document Source]						
			status	[Name of Sponsor Document Source]						
			userFlag							
			alternative							
				Likely not a feature needed at anything smaller than a small hub airport	name	[Name of Sponsor Document Source]				
Passenger Loading Bridge	Photogrammetry		description	[Name of Sponsor Document Source]						
			status	[Name of Sponsor Document Source]						
			loadingBridgeType	[Name of Sponsor Document Source]						
			userFlag							
			alternative							
RestrictedAccessBoundary	Photogrammetry/Sponsor Document Source	Not a Table 2-1 item for an airspace analysis	name	[Name of Sponsor Document Source]						
		Input required from airport sponsor to delineate locations	description	[Name of Sponsor Document Source]						
			status	[Name of Sponsor Document Source]						
			userFlag							
			alternative							
Runway	Photogrammetry/Airport Layout Plan/Field Survey	[Designate the number of runways and names]	name	Consultant						
		Discuss -18B runway, runway element, blast pad	description	Consultant						
		Make sure sponsor/consultant is aware of differences b/t this and "Runway Element"	status	Consultant						
			runwayDesignator	Consultant						
			width	Consultant						
			length	Consultant						
			surfaceType	Consultant						
			surfaceMaterial	Consultant						
			surfaceCondition	Consultant						
			pavementClassificationNumber	Consultant						
			userFlag							
	alternative									
Runway Arresting Area	Photogrammetry	Rarely found on civilian airports; may be found on joint-use facilities	name	Sponsor Source Document						
		Not a Table 2-1 item for an airspace analysis	description	Sponsor Source Document						
			status	Sponsor Source Document						
			length	Photogrammetry/Calculated						
			width	Photogrammetry/Calculated						
			surfaceMaterial	Field Survey conducted by [survey company]						
			surfaceCondition	Field Survey conducted by [survey company]						
			setback	Field Survey conducted by [survey company]						
			userFlag							
			alternative							
Runway Blast Pad	Photogrammetry/Field Survey	Discuss -18B runway, runway element, blast pad	name	Consultant						
			description	Consultant						
			status	Consultant						
			length	Consultant						
			pavementClassificationNumber	Consultant (if published)						
			RunwayEndDesignator	Consultant						
			surfaceCondition	Consultant						
			surfaceMaterial	Consultant						
			surfaceType	Consultant						
			userFlag							
	alternative									

FEATURE CLASS / Feature	Typical Map Source	-18B Table 2-1 (SAMPLE ADO PM Comments/Items to Note)	Attribute Name	Attribute Source (if different)	Delivery Date	Pre-Processing Comments	Follow-up (with Source)	Post-Processing Comments	Final Resident Data Set
Runway Centerline	Photogrammetry/Field Survey	Discuss -18B runway, runway element, blast pad	name	Consultant					
			description	Consultant					
			status	Consultant					
			isDerived	Consultant					
			runwayDesignator	Consultant					
			userFlag						
Runway Element	Photogrammetry/Derived	Discuss -18B runway, runway element, blast pad Make sure sponsor/consultant is aware of differences b/t this and "Runway"	name	Consultant					
			description	Consultant					
			status	Consultant					
			pavementClassificationNumber	Consultant					
			runwayDesignator	Consultant					
			surfaceCondition	Consultant					
			surfaceMaterial	Consultant					
			surfaceType	Consultant					
			userFlag						
			alternative						
Runway End	Field Survey conducted	Discuss -18B runway, runway element, blast pad	name	Consultant					
			description	Consultant					
			status	Consultant					
			ellipsoidHeight	Consultant					
			approachCategory						
			approachGuidance	Consultant					
			accelerateStopDistanceAvail	Consultant (if published)					
			magneticBearing	Consultant					
			TrueBearing	Consultant					
			designGroup						
			displacedDistance	Consultant					
			landingDistanceAvailable	Consultant (if published)					
			RunwayEndDesignator	Consultant					
			runwaySlope						
			takeOffDistanceAvailable	Consultant (if published)					
			takeOffRunwayAvailable	Consultant (if published)					
			thresholdType	Consultant					
			touchdownZoneElevation	Consultant					
touchdownZoneSlope									
userFlag									
alternative									
Runway Helipad Design Surface	Airport Layout Plan	Not a Table 2-1 item for an airspace analysis	name						
			description						
			status						
			designSurfaceType						
			zoneUse						
			determination						
			determinationDate						
			zoneInnerWidth						
			zoneOuterWidth						
			zoneLength						
			slope						
			userFlag						
alternative									
Runway Intersection	Photogrammetry/Field Survey	Only applies at airports with intersecting runways	name	Consultant					
			description	Consultant					
			status	Consultant					
			runwayDesignator1	Consultant					
			runwayDesignator2	Consultant					
			runwayDesignator3	Consultant					
			pavementClassificationNumber	Consultant					
			userFlag						
alternative									
Runway Label	Photogrammetry/Airport Layout Plan	Labels are collected according to -18B standards Airport sponsor may wish to collect more line-work details; if so, may be eligible for AIP funding as part of ALP deliverable (cleaning up AGIS data); an example of this is Runway Numbers are collected in AGIS as a closed (not complex) polygon, which means a number "8" is captured without the "donut holes" in the middle of the 8. Thus, cleaning up would include making the polygon "complex" by adding in the holes	name	Consultant					
			description	Consultant					
			status	Consultant					
			RunwayEndDesignator	Consultant					
			userFlag						
alternative									
Runway Label	Photogrammetry/Airport Layout Plan	Not a Table 2-1 item for an airspace analysis Not often a feature necessary at airports other than large and medium hubs	name	Consultant					
			description	Consultant					
			status	Consultant					

FEATURE CLASS / Feature	Typical Map Source	-18B Table 2-1 (SAMPLE ADO PM Comments/Items to Note)	Attribute Name	Attribute Source (if different)	Delivery Date	Pre-Processing Comments	Follow-up (with Source)	Post-Processing Comments	Final Resident Data Set
Runway LAHSO	Map Generated		color	Consultant					
			protectedRunwayDesignator						
			markingFeatureType	Consultant					
			userFlag						
			alternative						
Runway Safety Area Boundary	Airport Layout Plan	Not a Table 2-1 item for an airspace analysis	name	[Name of Sponsor Document Source]					
		Does the airport have digital data?	description	[Name of Sponsor Document Source]					
			RunwayEndDesignator	Photogrammetry/Field Survey conducted by [survey company]					
			status	[Name of Sponsor Document Source]					
			determinationDate	[Name of Sponsor Document Source]					
			determination	[Name of Sponsor Document Source]					
			userFlag						
Shoulder	Photogrammetry	This feature is limited to airfield planimetric data -- delineated in -18B only for runways, taxiways, and aprons; not for shoulders on airside/landside roads on airport property or for any roads off the airport property. An airport may wish to these details collected (as a value-add) during photogrammetric feature extraction. If so, this is the airport sponsor's cost, negotiated with the consultant	name	Consultant					
			description	Consultant					
			status	Consultant					
			shoulderType	Consultant					
			length						
			width						
		An airport may want the consultant to collect these as symmetrical (rather than as uneven, due to irregular/inconsistent asphalt pouring during construction)	restricted						
			surfaceMaterial	Consultant					
			surfaceType	Consultant					
			surfaceCondition	Consultant					
Stopway	Airport Layout Plan		name	Consultant					
			description	Consultant					
			status	Consultant					
			length	Consultant					
			width	Consultant					
			RunwayEndDesignator	Consultant					
			surfaceMaterial	Consultant					
			surfaceType	Consultant					
			surfaceCondition	Consultant					
			userFlag						
Taxiway Element	Photogrammetry/Derived	Not a Table 2-1 item for an airspace analysis	name	Consultant					
		Discuss -18B runway, runway element, blast pad	description	Consultant					
			status	Consultant					
			taxiwayId	Consultant					
			taxiwayType	Consultant					
			surfaceMaterial	Consultant					
			pavementClassificationNumber						
			surfaceCondition	Consultant (with help from airport sponsor)					
			directionality						
			sequence						
			surfaceType	Consultant					
			designGroup						
			length						
	width								
	maximumSpeed								
	wingSpan								
	userFlag								
	alternative								
Taxiway Holding Position	Map Generated	Not a Table 2-1 item for an airspace analysis	name	Consultant					
		Discuss -18B runway, runway element, blast pad	description	Consultant					
			status	Consultant					
			runwayDesignator	Consultant					
			taxiwayDesignator	Consultant					
			lowVisibilityCategory						
			userFlag						
	alternative								
Taxiway Intersection	Photogrammetry/Derived	Not a Table 2-1 item for an airspace analysis	name	Consultant					
		Discuss -18B runway, runway element, blast pad	description	Consultant					
			status	Consultant					
			userFlag						
	alternative								
	Required by -18B	name	Consultant						

FEATURE CLASS / Feature	Typical Map Source	-18B Table 2-1 (SAMPLE ADO PM Comments/Items to Note)	Attribute Name	Attribute Source (if different)	Delivery Date	Pre-Processing Comments	Follow-up (with Source)	Post-Processing Comments	Final Resident Data Set
<b>Touch Down Lift Off</b>	Field Survey		description	Consultant					
			status	Consultant					
			length	Consultant					
			width	Consultant					
			surfaceType	Consultant					
			surfaceMaterial	Consultant					
			surfaceCondition	Consultant					
			designHelicopter						
			gradient						
			userFlag						
alternative									
<b>AIRSPACE</b>									
<b>LandmarkSegment</b>	Photogrammetry/Field Survey/Sponsor Document Source	[These are typically roads, rivers/creeks/streams, a feature near the airport (eg., a local monument; a stadium; a cemetery); etc. that is notable from the air]	name	Consultant					
			description	Consultant					
			status	Consultant					
			landmarkType	Consultant					
			userFlag						
alternative									
<b>Obstacle</b>	Photogrammetry/Field Survey	This information must be collected according to -18B  Note: the Airport Mapping Database Surveys (mentioned in Chapter 2, Section 2.10) are not applicable for a typical airspace analysis and/or ALP project. Rather, they were designed by FAA for use by the Air Traffic Organization (ATO) charting office  An airport may desire to collect obstacle information (eg., AGL heights of light poles along a nearby road) in areas outside the arrival/departure surfaces or conical surfaces that are not required to collect for an airspace analysis. In these instances, the airport sponsor should work with the consultant to delineate these features, and cover the associated data collection costs as part of the scope of work outside of FAA -18B requirements	name	Consultant					
			description	Consultant					
			status	Consultant					
			obstacleType	Consultant					
			obstacleSource	Consultant					
			aboveGroundLevel	Consultant					
			distanceFromDisplacedThreshold	Consultant					
			distanceFromRunwayCenterline	Consultant					
			distanceFromRunwayEnd	Consultant					
			groupCode	Consultant					
			heightAboveAirport	Consultant					
			heightAboveRunway	Consultant					
			heightAboveTouchdownZone	Consultant					
			lightCode	Consultant					
			markingFeatureType	Consultant					
			penValSpecified	Consultant					
			penValSupplemental	Consultant					
			ellipsoidHeight	Consultant					
			obstructionNumber						
			disposition						
oisSurfaceCondition	Consultant								
frangible	Consultant								
faacoordinationcode									
userFlag									
alternative									
<b>Obstruction Area</b>	Photogrammetry/Field Survey	This information must be collected according to -18B	name	Consultant					
			description	Consultant					
			status	Consultant					
			obstacleType	Consultant					
			obstacleSource	Consultant					
			aboveGroundLevel	Consultant					
			distanceFromDisplacedThreshold	Consultant					
			distanceFromRunwayCenterline	Consultant					
			distanceFromRunwayEnd	Consultant					
			groupCode	Consultant					
			heightAboveAirport	Consultant					
			heightAboveRunway	Consultant					
			heightAboveTouchdownZone	Consultant					
			lightCode	Consultant					
			markingFeatureType	Consultant					
			penValSpecified	Consultant					
			penValSupplemental	Consultant					
			obstructionNumber						
			obstructionAreaType						
			disposition						
oisSurfaceCondition	Consultant								
length									
width									
frangible	Consultant								
faaCoordinationCode									
ellipsoidHeight	Consultant								

FEATURE CLASS / Feature	Typical Map Source	-18B Table 2-1 (SAMPLE ADO PM Comments/Items to Note)	Attribute Name	Attribute Source (if different)	Delivery Date	Pre-Processing Comments	Follow-up (with Source)	Post-Processing Comments	Final Resident Data Set	
			userFlag							
			alternative							
Obstruction Identification Surface	Map Generated	This information is collected according to -18B (thus, it is important to note and discuss -- this is not a Part 77 and/or TERPS surface, rather it is for "obstruction identification" surface in -18B, intended to capture enough information for further analysis by FAA for TERPS or by the airport to meet FAR Part 77 requirements to protect the surrounding airspace for aeronautical purposes. Should an airport desire to use the information as a baseline starting point for data collection beyond the OIS (eg., to conduct Part 77 analysis as part of an ALP airspace drawing), they can easily leverage the imagery required for the AGIS data collection effort (which captures data out to 20,000' off the ends of the runways). Typically, a Part 77 (which requires analysis out to 50,000' off the ends of the runways), is developed from USGS quad maps with 20'-50' contours and coupled with FAA's obstruction database. If the stakeholders want a PIR analysis, an airport may choose to go this route as a part of its ALP update. However, analysis from quad maps will not be as accurate as survey-grade data gathered from the AGIS imagery	name	Consultant						
			description	Consultant						
			status	Consultant						
			oisSurfaceType	Consultant						
			oisZoneType	Consultant						
			oisSurfaceCondition	Consultant						
			runwayDesignator	Consultant						
			RunwayEndDesignator	Consultant						
			safetyRegulation							
			zoneUse							
			approachGuidance	Consultant						
			slope	Consultant						
			userFlag							
			alternative							
Runway Protect Area	Airport Layout Plan	Not a Table 2-1 item for an airspace analysis	name	[Name of Sponsor Document Source]						
			description	[Name of Sponsor Document Source]						
			status	[Name of Sponsor Document Source]						
			length	Photogrammetry/Calculated						
			type	[Name of Sponsor Document Source]						
			userFlag							
			alternative							
CADASTRAL										
Airport Boundary	Airport Layout Plan	Does the airport have digital data? Sponsor or consultant will have to calculate these features from the Exhibit A Need to tie section corners with typical control Not a Table 2-1 item for an airspace analysis	name	Airport Layout Plan						
			description	Airport Layout Plan						
			status	Airport Layout Plan						
			airportFacilityType	Airport Layout Plan						
			faaLocationId	Airport Layout Plan						
			faaSiteNumber	Airport Layout Plan						
			iataCode	Airport Layout Plan						
			icaoCode	Airport Layout Plan						
			operationsType	Airport Layout Plan						
			owner	Airport Layout Plan						
			userFlag							
			alternative							
Airport Parcel	Airport Layout Plan	Not a Table 2-1 item for an airspace analysis If airport sponsor does not already have comprehensive parcel data, they may find the information from the City or County where the airport resides. This is also a good opportunity for the airport to talk GIS options with the City or County	name	[Name of Sponsor Document Source]						
			description	[Name of Sponsor Document Source]						
			status	[Name of Sponsor Document Source]						
			parcelNumber	[Name of Sponsor Document Source]						
			area	[Name of Sponsor Document Source]						
			authority	[Name of Sponsor Document Source]						
			previousOwner	[Name of Sponsor Document Source]						
			acquisitionType	[Name of Sponsor Document Source]						
			acquisitionPurpose	[Name of Sponsor Document Source]						
			costToAcquire	[Name of Sponsor Document Source]						
			grantProjectNumber	[Name of Sponsor Document Source]						
			howAcquired	[Name of Sponsor Document Source]						
			marketValue	[Name of Sponsor Document Source]						
			yearAssessed	[Name of Sponsor Document Source]						
			yearBuilt	[Name of Sponsor Document Source]						
			useOfParcel	[Name of Sponsor Document Source]						
			legalDescription	[Name of Sponsor Document Source]						
			dateAcquired	[Name of Sponsor Document Source]						
assessedValue	[Name of Sponsor Document Source]									
deedReference	[Name of Sponsor Document Source]									
passengerFacilityChargeNumber	[Name of Sponsor Document Source]									
			userFlag							
			alternative							
County	Local Government	Not a Table 2-1 item for an airspace analysis Limits should be supplied by local county government	name	Local Government						
			description	Local Government						
			status	Local Government						
			politicalName	Local Government						
			userFlag							
			alternative							
Easements And Rights Of Way	ALP/Sponsor Document Source (no digital data)	Not a Table 2-1 item for an airspace analysis If airport sponsor does not already have comprehensive easements and ROW data, they may find City or County data available where the airport resides. This is also a good opportunity for the airport to talk GIS options with the City or County	name	[Name of Sponsor Document Source]						
			description	[Name of Sponsor Document Source]						
			status	[Name of Sponsor Document Source]						
			purpose	[Name of Sponsor Document Source]						

FEATURE CLASS / Feature	Typical Map Source	-18B Table 2-1 (SAMPLE ADO PM Comments/Items to Note)	Attribute Name	Attribute Source (if different)	Delivery Date	Pre-Processing Comments	Follow-up (with Source)	Post-Processing Comments	Final Resident Data Set
			userFlag						
			alternative						
FAA Region Area	FAA	Not a Table 2-1 item for an airspace analysis	name	FAA					
		FAA should provide a polygon depicting the ANM Region. This may be augmented with geospatially accurate information integrated with what the consultant may have access to	description	FAA					
			status						
			userFlag						
			alternative						
Land Use	Sponsor Document Source	Typically, land use is limited to 65 DNL noise contour	name	[Name of Sponsor Document Source]					
		If airport sponsor does not already have comprehensive land use data surrounding the airport property, the sponsor should coordinate with the County (or City) to ensure they have accounted for all land use designations	description	[Name of Sponsor Document Source]					
			status	[Name of Sponsor Document Source]					
			useType	[Name of Sponsor Document Source]					
			userFlag						
			alternative						
Lease Zone	Sponsor Document Source	Not a Table 2-1 item for an airspace analysis	name	[Name of Sponsor Document Source]					
		Each airport sponsor may differ in the amount of detail they want with respect to Lease Zone features. These can be important features for enterprise-wide asset management systems.	description	[Name of Sponsor Document Source]					
		Consultant should verify the number of lease parcels associated with the airport	status	[Name of Sponsor Document Source]					
			actualArea	Calculated					
			expectedLeaseExpirationDate	[Name of Sponsor Document Source]					
			leasedArea	[Name of Sponsor Document Source]					
			legalDescription	[Name of Sponsor Document Source]					
	permitUse	[Name of Sponsor Document Source]							
		tenantName	[Name of Sponsor Document Source]						
			userFlag						
			alternative						
Municipality	Local Government	Not a Table 2-1 item for an airspace analysis	name	Local Government					
		If airport sponsor does not already have geospatial data for its municipality, the sponsor should coordinate with the County (or City) to ensure it includes data compiled by municipalities upon which the airport resides	description	Local Government					
			status	Local Government					
			userFlag						
			alternative						
Parcel	Sponsor Document Source	Not a Table 2-1 item for an airspace analysis	name	[Name of Sponsor Document Source]					
		Generally, the consultant and airport sponsor reviews county records available. This does not include a requirement that parcels must be surveyed as a part of the project.	description	[Name of Sponsor Document Source]					
			status	[Name of Sponsor Document Source]					
			parcelNumber	[Name of Sponsor Document Source]/Local Government					
			area	[Name of Sponsor Document Source]/Calculated					
			authority	[Name of Sponsor Document Source]/Local Government					
			previousOwner	[Name of Sponsor Document Source]/Local Government					
			acquisitionType	[Name of Sponsor Document Source]/Local Government					
			acquisitionPurpose	[Name of Sponsor Document Source]/Local Government					
			costToAcquire	[Name of Sponsor Document Source]/Local Government					
			grantProjectNumber	[Name of Sponsor Document Source]/Local Government					
			howAcquired	[Name of Sponsor Document Source]/Local Government					
			marketValue	[Name of Sponsor Document Source]/Local Government					
			yearAssessed	[Name of Sponsor Document Source]/Local Government					
			yearBuilt	[Name of Sponsor Document Source]/Local Government					
			useOfParcel	[Name of Sponsor Document Source]/Local Government					
	legalDescription	[Name of Sponsor Document Source]/Local Government							
	dateAcquired	[Name of Sponsor Document Source]/Local Government							
	assessedValue	[Name of Sponsor Document Source]/Local Government							
	deedReference	[Name of Sponsor Document Source]/Local Government							
		userFlag							
		alternative							
State	State/Local Government	Not a Table 2-1 item for an airspace analysis	name	State/Local Government					
		Geospatial data should be collected (as a polygon/shape file) for the State	description	State/Local Government					
			status	State/Local Government					
			userFlag						
			alternative						
Zoning	Local Government/Sponsor Source Document	Not a Table 2-1 item for an airspace analysis	name	[Name of Sponsor Document Source]					
		The consultant will need input from the sponsor. Data may be gathered from a variety of sources (primarily county/city zoning maps); digital preferred	description	[Name of Sponsor Document Source]					
			status	[Name of Sponsor Document Source]					
			landOwnerRestriction	[Name of Sponsor Document Source]					
			zoningClassification	[Name of Sponsor Document Source]					
		userFlag							
		alternative							
<b>ENVIRONMENTAL</b>									
		Not a Table 2-1 item for an airspace analysis	name	[Name of Sponsor Document Source]					
		Consultant will need airport sponsor documentation	description	[Name of Sponsor Document Source]					
			status	[Name of Sponsor Document Source]					
			cause	[Name of Sponsor Document Source]					
			dateFound	[Name of Sponsor Document Source]					

FEATURE CLASS / Feature	Typical Map Source	-18B Table 2-1 (SAMPLE ADO PM Comments/Items to Note)	Attribute Name	Attribute Source (if different)	Delivery Date	Pre-Processing Comments	Follow-up (with Source)	Post-Processing Comments	Final Resident Data Set	
Environmental Contamination Area	Sponsor Document Source		environmentalHazardCategory	[Name of Sponsor Document Source]						
			pollutantReleaseType	[Name of Sponsor Document Source]						
			pollutionSource	[Name of Sponsor Document Source]						
			remediationUrgency	[Name of Sponsor Document Source]						
			severity	[Name of Sponsor Document Source]						
			toxicStatusOfPollutant	[Name of Sponsor Document Source]						
			userFlag							
Fauna Hazard Area	Sponsor Document Source	Not a Table 2-1 item for an airspace analysis	alternative							
		The consultant will need input from the sponsor. Data may be gathered from wildlife hazard assessments	name	[Name of Sponsor Document Source]						
			description	[Name of Sponsor Document Source]						
			status	[Name of Sponsor Document Source]						
			hazardType	[Name of Sponsor Document Source]						
Flood Zone	Local Government	Not a Table 2-1 item for an airspace analysis	userFlag							
		The consultant will need input from the sponsor and/or local government	alternative							
			name	Local Government						
			description	Local Government						
			status	Local Government						
Flora Species Site	Photogrammetry/Field Survey	Not a Table 2-1 item for an airspace analysis	zoneType	Local Government						
		Typically, these features are captured as polygons associated with groups of trees	alternative							
		If these features reside off-airport property, they are only collected if they are deemed to be obstructions. If the airport wishes to capture all or more data for flora species, they may be eligible for collection in larger project scopes (eg., ALP updates as part of a Master Plan update)	name	Consultant						
			description	Consultant						
			status	Consultant						
			endangeredSpeciesActSite							
Forest Stand Area	Photogrammetry/Field Survey	Not a Table 2-1 item for an airspace analysis	plantHeight							
		Typically, these features are captured as polygons associated with groups of trees	plantType							
		If these features reside off-airport property, they are only collected if they are deemed to be obstructions. If the airport wishes to capture all or more data for flora species, they may be eligible for collection in larger project scopes (eg., ALP updates as part of a Master Plan update)	userFlag							
			alternative							
			name	Consultant						
Hazardous Material Storage Site	Photogrammetry/Field Survey/Sponsor Document Source	Not a Table 2-1 item for an airspace analysis	description	Consultant						
		The consultant will need input from the sponsor	status	Consultant						
			habitatCategory							
			userFlag							
			alternative							
Noise Contour	Airport Layout Plan	Not a Table 2-1 item for an airspace analysis	name	[Name of Sponsor Document Source]						
		The consultant will need input from the sponsor. Most noise monitoring only exists at large or medium hub airports, and occasionally at busy GA airports.	description	[Name of Sponsor Document Source]						
			status	[Name of Sponsor Document Source]						
			contourValue	[Name of Sponsor Document Source]						
			userFlag							
Noise Incident	Sponsor Document Source	Not a Table 2-1 item for an airspace analysis	alternative							
		The consultant will need input from the sponsor. Most noise monitoring only exists at large or medium hub airports, and occasionally at busy GA airports.	name	[Name of Sponsor Document Source]						
			description	[Name of Sponsor Document Source]						
			status	[Name of Sponsor Document Source]						
			reporter	[Name of Sponsor Document Source]						
Noise Monitoring Point	Airport Layout Plan/Sponsor Document Source	Not a Table 2-1 item for an airspace analysis	userFlag							
		The consultant will need input from the sponsor. Most noise monitoring only exists at large or medium hub airports, and occasionally at busy GA airports.	alternative							
			name	[Name of Sponsor Document Source]						
			description	[Name of Sponsor Document Source]						
SampleCollectionPoint	Sponsor Document Source		status	[Name of Sponsor Document Source]						
			collectionPointLocation	Field Survey conducted by [survey company]						
			userFlag							
			alternative							
			name	Consultant						
Shoreline	Photogrammetry	Not a Table 2-1 item for an airspace analysis	description	Consultant						
		The consultant will need feedback from the sponsor	status	Consultant						
			shorelineType	Consultant						
			userFlag							
			alternative							

FEATURE CLASS / Feature	Typical Map Source	-18B Table 2-1 (SAMPLE ADO PM Comments/Items to Note)	Attribute Name	Attribute Source (if different)	Delivery Date	Pre-Processing Comments	Follow-up (with Source)	Post-Processing Comments	Final Resident Data Set
Wetland	Field Survey/Sponsor Source Document	Not a Table 2-1 item for an airspace analysis	name	[Name of Sponsor Document Source]					
		The consultant will need input from the sponsor	description	[Name of Sponsor Document Source]					
			status	[Name of Sponsor Document Source]					
			featureType	[Name of Sponsor Document Source]					
			userFlag						
			alternative						
<b>GEOSPATIAL</b>									
Airport Control Point	Field Survey	This information must be collected according to -18B. Airport Control Points	name	Field Survey conducted by [survey company]					
		include relevant PACS/SACS, airport elevation, perpendicular points for NAVAIDS, profile points, Touch Down Zone Elevations, etc. (#'s 60-67 on the Scoping Matrix)	description	Field Survey conducted by [survey company]					
			status	Field Survey conducted by [survey company]					
			coordinateZone	Field Survey conducted by [survey company]					
			dateRecovered	Field Survey conducted by [survey company]					
			epoch	Field Survey conducted by [survey company]					
			fieldBook	Field Survey conducted by [survey company]					
			globalPositionSystemSuitable	Field Survey conducted by [survey company]					
			monumentType	Field Survey conducted by [survey company]					
			ellipsoidHeight	Field Survey conducted by [survey company]					
			permanentId	Field Survey conducted by [survey company]					
			pointType	Field Survey conducted by [survey company]					
			recoveredCondition	Field Survey conducted by [survey company]					
			runwayDesignator	Field Survey conducted by [survey company]					
			RunwayEndDesignator	Field Survey conducted by [survey company]					
			stampedDesignation	Field Survey conducted by [survey company]					
			yearOfSurvey	Field Survey conducted by [survey company]					
	userFlag	Field Survey conducted by [survey company]							
	alternative	Field Survey conducted by [survey company]							
Coordinate Grid Area	Map Generated/Sponsor Document Source		name	Consultant					
			description	Consultant					
			status	Consultant					
			gridType	Consultant					
			userFlag						
			alternative						
Elevation Contour	Elevation Contour	Contours can be easy to generate, but tricky when it comes to mathematical equations that generate the contours from the digital terrain models (DTMs) created during the photogrammetry process (ranges: accurate to smooth).	name	Consultant					
			description	Consultant					
		If an airport sponsor desires contours, they need to understand the limitations as well as to define both the contour interval (typically 2-5') and the boundaries (eg., the AOA). Large contour areas can introduce additional costs to the project	status	Consultant					
			length						
			contourValue	Consultant					
			userFlag						
			alternative						
Image Area	Map Generated	Not a Table 2-1 item for an airspace analysis	name	Photogrammetry					
		The consultant and airport sponsor must work to define the limits, based on -18B requirements and any additional information the airport may desire	description						
			status						
			frameId						
			photoDate						
			userFlag						
			alternative						
<b>MANMADE STRUCTURES</b>									
Building	Photogrammetry/Airport Layout Plan	The consultant and airport sponsor must work to define the limits, based on -18B requirements and any additional information the airport may desire. For example, -18B may require only buildings on the airfield or in the airspace analysis, while the airport sponsor may want additional buildings collected off airport property (eg., for noise contour generation). Some off-airport building information may be able to be gleaned from city or county GIS data sets or associated imagery	name	Consultant					
			description	Consultant					
			status	Consultant					
			buildingNumber						
			structureType						
			numberCurrentOccupants						
			areaInside						
			structureHeight	Consultant					
			areaFloor						
			lightingType						
			markingFeatureType						
	color								
	userFlag								
	alternative								
Construction Area	Sponsor Document Source	The consultant and airport sponsor must work to define the limits, based on -18B requirements and any additional information the airport may desire. For example, a typical -18B survey would accommodate construction areas on-airport or within the airspace surfaces, while an airport sponsor may desire additional construction areas collected off-airport to acknowledge future development	name	[Name of Sponsor Document Source]					
			description	[Name of Sponsor Document Source]					
			status	[Name of Sponsor Document Source]					
			projectName	[Name of Sponsor Document Source]					
			projectStatus	[Name of Sponsor Document Source]					
			CoordinationContact	[Name of Sponsor Document Source]					
			userFlag						
			alternative						

FEATURE CLASS / Feature	Typical Map Source	-18B Table 2-1 (SAMPLE ADO PM Comments/Items to Note)	Attribute Name	Attribute Source (if different)	Delivery Date	Pre-Processing Comments	Follow-up (with Source)	Post-Processing Comments	Final Resident Data Set
Fence	Photogrammetry/Field Survey	Field Survey conducted by [surveyor] will note changes in fence type/heights	name	Consultant					
			description	Consultant					
			status	Consultant					
			type						
			height						
			userFlag						
Gate	Photogrammetry/Field Survey/Sponsor Document Source	Break in the fence Field Survey conducted by [surveyor] will take photos to help w/aerial interpretation	alternative						
			name	Consultant					
			description	Consultant					
			status	Consultant					
			attended						
			type						
Roof	Photogrammetry	Typically, rooflines are limited to planimetric data w/i the airport boundary and those found to penetrate airspace surfaces. Like buildings, a sponsor may wish to collect additional rooflines (eg., to accommodate a complex bldg's 3D shape). These are collected at the airport's cost Note: rooflines are also tricky because of "geometric lean" from taking staggered imagery (similar to trying to generate a panoramic view from a personal camera)	height						
			length						
			userFlag						
			alternative						
			name	Consultant					
			description	Consultant					
Tower	Photogrammetry/Airport Layout Plan	Typically, towers are limited to planimetric data w/i the airport boundary and those found to penetrate airspace surfaces. A tower, as defined in -18B, usually contains 3 or 4 legs, or is a guy-ed structure A tower, as defined in -18B, is not an antenna, light pole, NAVAID, etc	status	Consultant					
			verticalStructureMaterial						
			structureHeight	Consultant					
			lightCode						
			lightingType						
			markingFeatureType						
<b>NAVIGATIONAL AIDS</b>									
NavaidCriticalArea	Airport Layout Plan	22	name	[Name of Sponsor Document Source]					
			description	[Name of Sponsor Document Source]					
			status	[Name of Sponsor Document Source]					
			dimensionX	Photogrammetry					
			dimensionY	Photogrammetry					
			userFlag						
NavaidEquipment	Photogrammetry/Field Survey/Sponsor Document Source	Instead of listing out individual NAVAIDS (see features 78-105 on the Step 2 - Deeper Dive sheet), it is easier for the consultant to simply verify with the airport sponsor each NAVAID the airport contains for each runway. For example, Runway 28 contains a PAPI; Runway 35R contains a MALS, PAPI, Localizer/DME, Glide Slope Outer Marker, Middle Marker, and Inner Marker; Runway 17L contains a PAPI; Runway 35L contains a PAPI and a REIL; etc  It is critical the consultant collects the information according to the details found in -18B. In the future, Air Traffic will use this information to help catalogue its NAVAIDS, as well as to generate locations for maintenance work orders conducted by TechOps	alternative						
			name	Consultant					
			description	Consultant					
			status	Consultant					
			faaFacilityId	Consultant					
			navAidEquipmentType	Consultant					
			navigationalAidSystemType	Consultant					
			useCode						
			antennaToThresholdDistance	Consultant					
			centerlineDistance	Consultant					
			stopEndDistance	Consultant					
			offsetDistance	Consultant					
			offsetDirection	Consultant					
			lightingType	Consultant					
			owner						
			runwayEndId	Consultant					
referencePointEllipsoidHeight	Consultant								
referencePointThreshold	Consultant								
thresholdCrossingHeight									
highAngle									
ellipsoidElevation	Consultant								
userFlag									
alternative									
Navaid Site	Map Generated	Consultants should work with the sponsor to check the NAVAID list. In some instances, this may be limited to only one or two locations off airport property	name	[Name of Sponsor Document Source]					
			description	[Name of Sponsor Document Source]					
			status	[Name of Sponsor Document Source]					
			faaFacilityId	[Name of Sponsor Document Source]					
			facilityType	[Name of Sponsor Document Source]					
			propertyCustodian	[Name of Sponsor Document Source]					

FEATURE CLASS / Feature	Typical Map Source	-18B Table 2-1 (SAMPLE ADO PM Comments/Items to Note)	Attribute Name	Attribute Source (if different)	Delivery Date	Pre-Processing Comments	Follow-up (with Source)	Post-Processing Comments	Final Resident Data Set
			userFlag						
			alternative						
<b>SEA PLANE</b>									
			name	[Name of Sponsor Document Source]					
			description	[Name of Sponsor Document Source]					
			status	[Name of Sponsor Document Source]					
			mooringLocation	Photogrammetry					
Anchorage Area	Photogrammetry/Airport Layout Plan		length	Photogrammetry/Calculated					
			width	Photogrammetry/Calculated					
			depth	[Name of Sponsor Document Source]					
			bottomConditions	[Name of Sponsor Document Source]					
			restriction						
			userFlag						
			alternative						
			name	[Name of Sponsor Document Source]					
			description	[Name of Sponsor Document Source]					
			status	[Name of Sponsor Document Source]					
			pier	[Name of Sponsor Document Source]					
			pierLength	[Name of Sponsor Document Source]					
			pierWidth	[Name of Sponsor Document Source]					
			pierMaterial	[Name of Sponsor Document Source]					
			hoistingCapability	[Name of Sponsor Document Source]					
			marineRailwayPlatformLength	[Name of Sponsor Document Source]					
			marineRailwayPlatformWidth	[Name of Sponsor Document Source]					
			marineRailwayPlatformCapacity	[Name of Sponsor Document Source]					
			gangway	[Name of Sponsor Document Source]					
Dock Area	Airport Layout Plan		gangwayLength	[Name of Sponsor Document Source]					
			gangwayWidth	[Name of Sponsor Document Source]					
			gangwayMaterial	[Name of Sponsor Document Source]					
			floatingDock	[Name of Sponsor Document Source]					
			floatingDockLength	[Name of Sponsor Document Source]					
			floatingDockWidth	[Name of Sponsor Document Source]					
			floatingDockMaterial	[Name of Sponsor Document Source]					
			floatingBarge	[Name of Sponsor Document Source]					
			floatingBargeLength	[Name of Sponsor Document Source]					
			floatingBargeWidth	[Name of Sponsor Document Source]					
			floatingBargeMaterial	[Name of Sponsor Document Source]					
			userFlag						
			alternative						
			name	Consultant					
			description	Consultant					
			status	Consultant					
			designator	[Name of Sponsor Document Source]					
Navigation Buoy	Photogrammetry		type	Photogrammetry/[Name of Sponsor Document Source]					
			lightingType	[Name of Sponsor Document Source]					
			color	Photogrammetry					
			owner	[Name of Sponsor Document Source]					
			userFlag						
			alternative						
			name						
			description						
Seaplane Ramp Centerline	Photogrammetry		status						
			length						
			userFlag						
			alternative						
			name						
			description						
Seaplane Ramp Site	Photogrammetry		status						
			width						
			slope						
			userFlag						
			alternative						
			name						
			description						
			status						
			restriction						
Taxi Channel	Map Generated		length						
			width						
			depth						

FEATURE CLASS / Feature	Typical Map Source	-18B Table 2-1 (SAMPLE ADO PM Comments/Items to Note)	Attribute Name	Attribute Source (if different)	Delivery Date	Pre-Processing Comments	Follow-up (with Source)	Post-Processing Comments	Final Resident Data Set	
TurningBasin	Map Generated		userFlag							
			alternative							
			name							
			description							
			status							
			restriction							
			length							
			width							
			depth							
			diameter							
			compassLocation							
			userFlag							
			alternative							
		Water Lane End	Photogrammetry/Sponsor Document Source		name					
	description									
	status									
	magneticBearing									
	compassLocation									
	restriction									
	airMarker									
	type									
	color									
	lightingtype									
	approachGuidance									
	length									
	width									
	depth									
Water Operating Area	Photogrammetry/Sponsor Document Source		centroid							
			userFlag							
			alternative							
			name							
			description							
			status							
			surfaceMaterial							
			length							
			width							
			currentFlowrate							
			compassLocation							
			tidalRange							
			coordinatedUseType							
			coordinatedUseActivityLevel							
	userFlag									
	alternative									
<b>SECURITY</b>										
Security Area	Sponsor Document Source	Not a Table 2-1 item for an airspace analysis	name	[Name of Sponsor Document Source]						
		The consultant will need feedback from the sponsor to discuss 2D vs 3D and note the relevant boundaries	description	[Name of Sponsor Document Source]						
			status	[Name of Sponsor Document Source]						
			userFlag							
	alternative									
Security ID Display Area	Sponsor Document Source	Not a Table 2-1 item for an airspace analysis	name	[Name of Sponsor Document Source]						
		The consultant will need feedback from the sponsor to discuss 2D vs 3D and note the relevant boundaries	description	[Name of Sponsor Document Source]						
			status	[Name of Sponsor Document Source]						
			userFlag							
	alternative									
Security Perimeter Line	Map Generated	Not a Table 2-1 item for an airspace analysis	name	[Name of Sponsor Document Source]						
		The consultant will need feedback from the sponsor to clarify fence locations	description	[Name of Sponsor Document Source]						
			status	[Name of Sponsor Document Source]						
			userFlag							
	alternative									
Sterile Area	Sponsor Document Source	Not a Table 2-1 item for an airspace analysis	name	[Name of Sponsor Document Source]						
		The consultant will need feedback from the sponsor to clarify locations	description	[Name of Sponsor Document Source]						
		In addition to the main terminal area, Sterile Areas can also be found inside FBOs	status	[Name of Sponsor Document Source]						
			userFlag							
	alternative									
<b>SURFACE TRANSPORTATION</b>										
		Typically, bridge feature collection is limited to on-airport planimetric data, and areas off-airport agreed to by the sponsor and consultant. An airport may wish to collect information from nearby major highways or roads. However, the consultant should work with the local city or county to determine if GIS data sets and/or	name	Consultant						
			description	Consultant						
			status	Consultant						
			surfaceMaterial							

FEATURE CLASS / Feature	Typical Map Source	-18B Table 2-1 (SAMPLE ADO PM Comments/Items to Note)	Attribute Name	Attribute Source (if different)	Delivery Date	Pre-Processing Comments	Follow-up (with Source)	Post-Processing Comments	Final Resident Data Set
Bridge	Photogrammetry	recent imagery has already been collected for these areas	bridgeType	Consultant					
			verticalStructureMaterial						
			directionality	Consultant					
			userFlag						
			alternative						
Driveway Area	Photogrammetry	The consultant will need feedback from the sponsor to discuss defining limits for these efforts. -18B limits surface transportation to on-airport property. However, an airport sponsor may wish to collect this information nearby or even further afield. If the latter, the airport sponsor must cover these costs	name	Consultant					
			description	Consultant					
			status	Consultant					
			surfaceMaterial	Consultant					
			userFlag						
Driveway Centerline	Photogrammetry/Derived	The consultant will need feedback from the sponsor to discuss defining limits for these efforts. -18B limits surface transportation to on-airport property. However, an airport sponsor may wish to collect this information nearby or even further afield. If the latter, the airport sponsor must cover these costs	name	[Name of Sponsor Document Source]					
			description	[Name of Sponsor Document Source]					
			status	[Name of Sponsor Document Source]					
			userFlag						
			alternative						
Parking Lot	Photogrammetry	Not a Table 2-1 item for an airspace analysis The parking lot feature can be tricky to collect. -18B does not require them to be collected outside of the AOA. However, airport sponsors typically desire to gather this information for the landside parking lots. Additionally, airports with tight footprints or with busy GA activity often have parking in and around hangars. It is important for the airport to help the consultant in identifying these locations. Finally, an airport may wish to collect line work for parking stripes (and consider these airport markings). This is not an -18B requirement outside of the AOA. However, the airport may wish to use GIS data like this to eventually calculate how much paint to buy for striping. Accordingly, this is considered airport cost.	name	Consultant					
			description	Consultant					
			status	Consultant					
			numberHandicapSpaces						
			owner						
			parkingLotUse						
			surfaceType	Consultant					
			totalNumberSpaces						
Railroad Centerline	Photogrammetry/Derived	The consultant will need feedback from the sponsor to discuss defining limits for these efforts. -18B limits surface transportation to on-airport property. However, an airport sponsor may wish to collect this information nearby or even further afield. If the latter, the airport sponsor must cover these costs	name	Consultant					
			description	Consultant					
			status	Consultant					
			isBridge	Consultant					
			numberOfTracks	Consultant					
			owner						
			isTunnel	Consultant					
			directionality						
RailroadYard	Photogrammetry/Sponsor Document Source	The consultant will need feedback from the sponsor to discuss defining limits for these efforts. -18B limits surface transportation to on-airport property. However, an airport sponsor may wish to collect this information nearby or even further afield. If the latter, the airport sponsor must cover these costs	segmentType	Consultant					
			userFlag						
			alternative						
			name	[Name of Sponsor Document Source]					
			description	[Name of Sponsor Document Source]					
Road Centerline	Photogrammetry/Derived	The consultant will need feedback from the sponsor to discuss defining limits for these efforts. -18B limits surface transportation to on-airport property. However, an airport sponsor may wish to collect this information nearby or even further afield. If the latter, the airport sponsor must cover these costs The sponsor should also provide the consultant with guidance in terms of how it wishes to capture the road edge, attribution, and road naming conventions	status	Consultant					
			color	Consultant					
			userFlag						
			alternative						
			name	[Name of Sponsor Document Source]					
Road Point	Photogrammetry/Sponsor Document Source	The consultant will need feedback from the sponsor to discuss defining limits for these efforts. -18B limits surface transportation to on-airport property. However, an airport sponsor may wish to collect this information nearby or even further afield. If the latter, the airport sponsor must cover these costs An example of a road point, is where a road continues, but the name changes	description	[Name of Sponsor Document Source]					
			status	[Name of Sponsor Document Source]					
			userFlag						
			alternative						
			name	[Name of Sponsor Document Source]					
Road Segment	Photogrammetry/Derived	The consultant will need feedback from the sponsor to discuss defining limits for these efforts. -18B limits surface transportation to on-airport property. However, an airport sponsor may wish to collect this information nearby or even further afield. If the latter, the airport sponsor must cover these costs	description	Consultant					
			status	Consultant					
			alternateName						
			numberOfLanes						
			route1Name						
			route1Type						
			route2Name						
			route2Type						
			route3Name						
			route3Type						
			length						
			width						
isBridge	Consultant								
isTunnel	Consultant								

FEATURE CLASS / Feature	Typical Map Source	-18B Table 2-1 (SAMPLE ADO PM Comments/Items to Note)	Attribute Name	Attribute Source (if different)	Delivery Date	Pre-Processing Comments	Follow-up (with Source)	Post-Processing Comments	Final Resident Data Set						
			directionality	Consultant											
			segmentType	Consultant											
			surfaceType	Consultant											
			surfaceMaterial	Consultant											
			userFlag												
			alternative												
			Sidewalk	Photogrammetry	The consultant will need feedback from the sponsor to discuss defining limits for these efforts. -18B limits surface transportation to on-airport property. However, an airport sponsor may wish to collect this information nearby or even further afield. If the latter, the airport sponsor must cover these costs	name	Consultant								
						description	Consultant								
						status	Consultant								
						walkUse									
						AmericanDisabilitiesAct									
						length									
						width									
						surfaceMaterial	Consultant								
						segmentType									
userFlag															
alternative															
Tunnel	Field Survey	The consultant will need feedback from the sponsor to discuss defining limits for these efforts. -18B limits surface transportation to on-airport property. However, an airport sponsor may wish to collect this information nearby or even further afield. If the latter, the airport sponsor must cover these costs				name	Consultant								
						description	Consultant								
						status	Consultant								
						type									
			verticalClearance												
			Note: the consultant may need to help the sponsor in discerning the differences between a tunnel and a box culvert												
			averageHeight												
			averageWidth												
			length												
			directionality												
			segmentType												
			userFlag												
			alternative												
			<b>UTILITIES</b>												
			Tank Site	Photogrammetry/Field Survey/Sponsor Document Source	Not a Table 2-1 item for an airspace analysis The consultant will need feedback from the sponsor to clarify locations and ascertain locations of any buried tanks. FBOs may also need to be consulted	name	Consultant								
description	Consultant														
status	Consultant														
tankType															
topElevation	Consultant														
lightCode															
verticalStructureMaterial															
lightingType															
markingFeatureType															
color															
userFlag															
alternative															
Utility Line	Field Survey/Sponsor Source Document	Not a Table 2-1 item for an airspace analysis Typically, small electric and telephone lines will not be mapped for an -18B project Sub-surface Utility Evaluation surveys and Utility Plans are considered outside -18B and are covered at either the airport's cost or as part of a separate project				name	Consultant								
						description	Consultant								
						status	Consultant								
			utilityType												
			directionality												
			userFlag												
			alternative												
			Utility Point	Field Survey	Sub-surface Utility Evaluation surveys and Utility Plans are considered outside -18B and are covered at either the airport's cost or as part of a separate project Surveys for these features include valve pits, but do not include: culverts, fire hydrants, gas valves, light poles, manholes, water valves, etc.	name	Consultant								
						description	Consultant								
						status	Consultant								
						utilityType	Consultant (if visible from imagery)								
						userFlag									
						alternative									
						Utility Polygon	Photogrammetry/Field Survey/Sponsor Document Source	Sub-surface Utility Evaluation surveys and Utility Plans are considered outside -18B and are covered at either the airport's cost or as part of a separate project	name	Consultant					
									description	Consultant					
status	Consultant														
utilityType	Drainage only														
userFlag															
alternative															



**City Council- Regular**

**Meeting Date:** 01/12/2016

**Subject:**

**From:** Rose Lorenzen, Administrative  
Assistant / HR Analyst

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**AGENDA ITEM:**

**Resolution No. 2016 - 2:** Consenting to the Transfer of the Fixed Base Operator Lease providing the exclusive use of the East Hangar, Office building, and the West Hangar (including facilities for dispensing fuel) located on the grounds of McMinnville Municipal Airport

**BACKGROUND:**

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**Attachments**

FBO Transfer Resolution  
Transfer Agreement

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RESOLUTION NO. 2016 - 2

A Resolution consenting to the Transfer of the Fixed Base Operator Lease providing the exclusive use of the East Hangar, Office building and the West Hangar (including facilities for dispensing fuel) located on the grounds of McMinnville Municipal Airport.

RECITALS

Effective July 1<sup>st</sup>, 2006, the City of McMinnville granted a lease to Cirrus Aviation, LLC for the buildings and facilities listed above for the purpose of operating a Fixed Base Operation (FBO);

Cirrus Aviation has now entered into an agreement with Konect Aviation Oregon to effect a transfer of control of the lease from Cirrus to Konect;

Following this Transfer, Konect Aviation will be the lone holder of the aforementioned lease and responsible for providing FBO services at McMinnville Municipal Airport;

Cirrus Aviation has requested the City consent to the Transfer and in accordance with the City's requirements, has filed an Agreement to Transfer of Lease for Council approval;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF McMINNVILLE, as follows:

1. The City consents to the Transfer as described above.
2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of the City of McMinnville at a regular meeting held the 12th day of January 2016 by the following votes:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Approved this 12th day of January 2016.

\_\_\_\_\_  
MAYOR

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY

AGREEMENT TO TRANSFER OF LEASE

In consideration of the executed sale agreement dated December 31, 2015 between Cirrus Aviation, LLC (Seller) and Konect Aviation Oregon, LLC (Buyer), the Buyer agrees to fulfill the Sellers obligation to the City of McMinnville (Lessor) as the Fixed Base Operator (FBO) for the remainder of the Lease Agreement (see Exhibit A) beginning January 1, 2016. The Lessor agrees to the transfer of the existing Lease Agreement to the Buyer pending finalization of the new lease agreement to take effect July 1, 2016.

This Contract contains the entire agreement between the parties and supersedes and replaces all such prior agreements with respect to matters expressly set forth herein. No modification shall be made to this Contract except in writing and signed by both parties. This Contract shall be binding upon the parties and their respective heirs, executors, administrators, successors, assigns and personal representatives.

**SELLER:** Cirrus Aviation, LLC

  
\_\_\_\_\_

By:  
Title:

Date: 12/29/2015

**BUYER:** Konect Aviation Oregon, LLC

  
\_\_\_\_\_

By: Holly D. Nehls  
Title: Owner/General Manager

Date: 12/29/15

**LESSOR:** City of McMinnville

\_\_\_\_\_  
By:  
Title:

Date: \_\_\_\_\_

# Exhibit A

original  
to call us  
4/29/06

## LEASE

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of July, 2006, by and between the City of McMinnville, a Municipal Corporation of the State of Oregon, acting by and through its Airport Commission, hereinafter called the Lessor, and Cirrus Aviation, hereinafter called the Lessee.

## WITNESSETH

The Lessor hereby leases to Lessee the exclusive use of the East Hangar, Office building, and the West Hangar, including facilities for dispensing fuel, all situated on the McMinnville Airport property, approximately three miles east of McMinnville in Yamhill County, Oregon, for a term of five years (the initial term of lease) from the 1<sup>st</sup> day of July 2006 to and including the 30<sup>th</sup> day of June, 2011 and does hereby grant to Lessee the non-exclusive right and privilege to use the McMinnville Airport for any aeronautical purpose. In consideration thereof, Lessee expressly covenants and agrees:

1. **Purpose.** Upon the terms and conditions hereinafter set forth, the Lessor does hereby lease to Lessee the buildings and facilities listed above for the purpose of operating a Fixed Base Operation (FBO). Lessee understands that operating the FBO in a professional and courteous manner is an important and significant condition of this lease. The FBO, although operating as a private company, is portraying the image of the City of McMinnville to those who use the airport. Complaints received from users of the airport facilities will be considered during renewal of this lease.
2. **Rental Fee Schedule.** Lessee will pay to Lessor, for the premises, according to the following schedule, and on the first day of each month:

2006 - at the rate of \$700 per month

For the remainder of the lease, each year's monthly rental payment shall be adjusted on each January 1<sup>st</sup> by adding to the previous year's monthly payment a sum equal to the increase in the CPI-W cost of living index as computed for the Portland, Oregon Metropolitan Statistical Area by the U.S. Department of Labor for the 12-month period ending on the immediately preceding June 30th for each year of the lease. This adjustment shall commence January 1, 2007.

At the time this lease is entered into, no county taxes are assessed against the buildings. The rental fee has been calculated on that basis. Should Yamhill County assess taxes upon the buildings at any time in the future, lessee's monthly rental fee will be increased one-twelfth (1/12th) of the annual tax amount.

3. **Right to Renew.** Upon the termination of the initial lease term, Lessee shall have the right to extend the lease for one additional five-year term ("the Extended term), on the same terms and conditions as set forth herein, provided, however, that the monthly rent

shall be increased at the beginning of the Extended term to reflect any increases in the fair market rental value of the premises. If the parties do not agree upon the fair market value of the premises within sixty (60) days after the notice of election to renew, the rent shall be determined by a qualified independent property manager or realtor in the McMinnville, Oregon area, chosen by the Lessee from a list of not fewer than three such persons submitted by the Lessor. If Lessee does not make the choice within five (5) days after submission of the list, Lessor may do so. If Lessor does not submit such a list within ten (10) days after written request from Lessee to do so, Lessee may name such person. Within thirty (30) days after appointment, the person so designated shall return the decision which shall be final and binding upon both parties. Any costs for such proceedings shall be borne equally by both parties. Negotiations for the extension of the terms of this lease and rent shall commence not later than January 1, 2011. Lessee shall give notice of its intention to exercise this extension option in writing no earlier than July 1, 2010 and no later than January 1, 2011.

4. **Compliance With Law.** Lessee shall operate its business and conduct all flying upon, from, or to the airport in accordance with the laws, rules, and regulations of the United States of America and the State of Oregon. These laws, rules and regulations are incorporated into this lease by this reference.
5. **No Assignment of Lease.** Lessee shall not sell, assign, or transfer this lease to any other person or corporation without the prior written consent of the Lessor. Lessor shall not unreasonably withhold consent.
  - (a) In the event of a sale, assignment or transfer of the lease, Lessee shall provide Lessor with information as to the reasonableness of the transfer and as to the qualifications of the vendee, assignee, or transferee to operate such an FBO.
  - (b) No part of the leased premises may be assigned, mortgaged or subleased, nor may a right of use of any portion of the premises be conferred on any third person by any other means without the prior written consent of Lessor. Lessor shall not unreasonably withhold consent. Consent in one instance shall not prevent the provisions of this paragraph from applying to a subsequent instance.
  - (c) No consent to assignment shall require Lessor to release Lessee from Lessee's obligations to Lessor under this Lease.
6. **Holdover.** A holdover beyond the expiration of the term shall operate as an extension of this Lease from month to month on the same terms and conditions as herein provided, except duration and that the monthly rental shall be 110% of the amount of the monthly rental payment due and payable hereunder for the last full month of the Term. Such holdover term may be terminated at any time either by Lessor or Lessee by giving thirty (30) days notice to the other. At the expiration of the holdover, Lessee shall yield the premises to Lessor in as good order and repair as when delivered to the Lessee, ordinary wear and tear and damage by fire and extended coverage perils excepted.

7. **Pilot's Lounge.** The Lessor reserves the Pilot's Lounge located above the West Hangar for its own use and specifically excludes the Pilot's Lounge from the terms of this lease. Upon written request, Lessor may allow Lessee or another authorized group to use the Lounge from time to time. Lessee shall be responsible for locking and securing the Lounge after it has been used by Lessee or any other authorized group.
8. **Public Access to Airport.** It is further understood and agreed by and between the parties that the Lessee shall not restrict the Lessor or the general public from access to flight information instruments or other equipment, supplies or facilities necessary to the operation and utilization of the McMinnville Airport that are now or in the future may be within any building or structure leased under the terms of this agreement.
9. **Lessor's Obligations.** The following shall be the responsibility of the Lessor:
  - (a) Repair of sidewalks, driveways, service areas, curbs, parking areas, and areas used in common by Lessee and Lessor or tenants of other portions of the same building.
  - (b) Repair and maintenance, including painting of the exterior walls, roof, and exterior water, sewage, gas, and electrical services up to the point of entry to the leased premises.
  - (c) Repair of interior walls, ceilings, doors, windows, floors and floor coverings when such repairs are made necessary because of faulty construction or failure of the Lessor to keep the structure in proper repair.
  - (d) Repair of heating and air conditioning system other than routine maintenance unless caused by Lessee's failure to provide preventive maintenance.
  - (e) All repairs or restoration made necessary by fire or other peril which could be covered by a standard fire insurance policy with an extended coverage endorsement or by reason of war, or by earthquake or other natural casualty.
10. **Lessee's Obligations.** The following shall be the responsibility of the Lessee:
  - (a) Any interior decorating.
  - (b) All monthly or other regular charges for power, water and sewer and all other public utilities which shall be used in or charged against the leased premises.
  - (c) Any repairs necessitated by the negligence of Lessee, its agents, employees and invitees, except where the loss or damage could have been covered by a standard fire insurance policy with an extended coverage endorsement.

- (d) Routine maintenance of the heating and air conditioning system to include preventive maintenance.
- (e) Any repairs or alterations required under Lessor's obligations to comply with laws and regulations as follows:
  - (i) In conformance with all applicable laws and regulations affecting the premises and the use, Lessee shall at Lessee's own expense, correct any failure of compliance created through Lessee's fault or by reason of Lessee's use. Lessee shall not otherwise be required to make expenditures to comply with any laws or regulations, and in no event shall Lessee be required to make any structural changes to effect such compliance.
  - (f) All other minor repairs to the premises including maintenance of the door opening and closing mechanisms, doors and windows. Lessee also shall replace window glass, light bulbs and tubes, and other consumable items as necessary.
  - (g) Provide monthly accounting of fuel sales and hangar rental revenue and expenses.
- 11. **Fuel Flowage Payment.** Lessee shall pay to the City a fuel flowage fee at the rate of three (3) cents per gallon on the first 100,000 gallons pumped each calendar year and at a rate of five (5) cents per gallon over that amount. Lessee shall pay this fee on a monthly basis and shall provide copies of fuel purchase receipts. Lessee may select the brand and supplier of the fuel sold.
- 12. **Fuel Dispensing Facility.** Lessee shall operate the fuel dispensing system on a regular basis in accordance with performance standards set by FAA Publication AC no. 150/5230-4, dated August 1982, entitled "Aircraft Fuel Storage, Handling, and Dispensing on Airports" (including Change 1 issued February 1986) and any subsequent amendments. Lessee acknowledges that regular and systematic use of the pumps, filters and seals is essential to the proper functioning of this fueling facility and quality of fuel pumped. A regular record shall be kept of the actions taken and the routine followed. In addition, Lessee is solely responsible for the testing and for the quality of the fuel sold. Failure to comply with the terms of this section shall be grounds for termination of the lease. The fuel dispensing tank facility is the property of the Lessor. Lessee shall not alter, make changes to the equipment or attach signs or decals to the facility without the prior written consent of the Lessor.
- 13. **Tie-downs.** Lessor grants to Lessee the right to collect and retain rents from the tie-downs presently in existence at the airport. Additional tie-downs may be installed by Lessee after obtaining written consent from Lessor. The rental rate for tie-downs shall be established from time to time between the parties and set forth in the minutes of the Lessor's regular commission meetings.

14. **Subleases.** In addition to the requirements of 5(b) of this lease, the Lessee shall advise and obtain the written consent of the Lessor of all proposed rentals to a sublessee which involve dangerous chemicals, explosives, or the performances of any activity which may create the danger of conflagration. All subleases shall be entered into with the authority to terminate immediately upon either Lessor or Lessee being notified of an activity in noncompliance with the UBC, UFC, or any other law.
- (a) A sublease to an aircraft painting business shall require that the sublessee carry property insurance in an additional amount equal to the replacement costs of the leased structure and liability insurance with a single limit amount limitation of not less than \$1,000,0000. The City of McMinnville shall be a named insured in both policies and the insurer shall be required to give the Lessor not less than thirty (30) days notice of intent to cancel, modify or not renew the insurance. Failure to carry insurance, or cancellation or non-renewal of the insurance shall automatically void the sublease.
- (b) In addition, any sublease to an aircraft painting business or any other kind of activity which creates unique and unusual (whether by kind or degree) conditions shall require the sublessee to maintain, repair, and replace the heating, venting, and air conditioning or circulating systems as may be necessary for the safe operation of the business. The Lessor reserves the right to make regular inspections of any structure to ensure such duties are being performed. Failure to perform shall be grounds for termination of the sublease.
15. **Signs.** All signs and symbols placed in the windows or doors or elsewhere about the premises, on airport property or on public right-of-way adjacent to the airport property, or upon the exterior of the buildings, shall be subject to the prior approval of Lessor. In the event the Lessee places signs or symbols on the exterior of the buildings, in the windows, on doors, or elsewhere where they are visible from the street, and the signs are not acceptable to the Lessor, the Lessor may immediately demand removal of such signs or symbols. The refusal of the Lessee to comply with such demand within a period of twenty-four (24) hours will constitute breach of this lease, and entitle Lessor to immediately recover possession of the premises in the manner provided by law. Any signs so placed on the premises shall be so placed with the understanding and agreement that the Lessee will remove the same at termination of the tenancy herein created and repair any damage or injury to the premises caused thereby, and if not so removed by Lessee, then the Lessor may have the same removed at Lessee's expense. Lessee shall inform, monitor and enforce this section of the agreement with any sublessee. In installing any signs, the Lessee shall conform to all requirements of applicable laws and regulations and pay any applicable fees.
16. **Liability Insurance.** The Lessee shall at all times carry and maintain liability insurance with a company or companies acceptable to Lessor, providing coverage for (a) comprehensive general public liability and property damage insurance in respect of this Lease and the premises in the following amounts for any one accident or occurrence:

property damage not less than \$100,000 and personal injury or death not less than \$1,000,000; and (b) casualty insurance insuring Lessee against loss or damage to its equipment and other personal property in the premises by fire and all other claims, which may arise by the acts or negligence of the Lessee, its agents, officers, principals or employees, or by any means of transportation whatsoever, including owned, non-owned and hired automobiles. The policies described in sub-paragraph 16(a) shall name both Lessee and Lessor as insureds. Lessee shall furnish Lessor with proof of all such insurance at least annually and upon demand of the Lessor. Each policy shall provide that the policy may not be canceled, non-renewed, or modified without the company first giving the Lessor at least thirty (30) days notice.

17. **Accidents - Indemnity.** All personal property on the leased premises shall be at the risk of the Lessee. Lessor shall not be liable for any damage, either to person or property, sustained by the Lessee or others, caused by (a) any defects now on the premises or occurring in the future, or (b) the condition of any buildings hereafter erected or any part or appurtenance thereof becoming out of repair, (c) fire, or (d) bursting or leaking of water, gas, sewer, or steam pipes, or (e) any act or neglect of Lessee, its employees, sub-lessees, invitees, or other occupants of the buildings, or any other persons, or (f) the happening of any accident from any cause in or about said buildings. Lessee covenants to protect, save, and indemnify Lessor, its elected and appointed officials, employees, and agents while acting within the scope of their duties as such, from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, attributable to the Lessee's employees, officers, principals, or agents or third parties, arising out of the premises or in any way resulting from the willful or negligent acts or omissions of the Lessee and/or its agents, employees, officers or principals.
18. **Recovery of Leased Premises.** If (a) Lessee fails to make payment of an installment or rent or other sum payable by Lessee pursuant to this Lease within ten (10) days of the date on which such payment is due, (b) Lessee defaults in the prompt or full performance of any other provision of this lease and fails to cure or reasonably commence the cure of such default within thirty (30) days after notice thereof, (c) the premises become vacant, or (d) the premises are damaged by reason of any willful act of the Lessee or its employees, officers, principals, or agents, then Lessor may give Lessee written notice of its intention to enter and repossess the premises, and Lessor lawfully may enter the premises or any part thereof and repossess the same, (with or without terminating this lease), expel Lessee and those claiming under and through Lessee, and remove Lessee's effects without being deemed guilty in any manner of trespassing. Additionally, if Lessor so elects, this lease shall terminate. Lessee agrees that in case Lessor elects to terminate this lease, Lessee will remain liable for indemnifying Lessor against all loss of rent which Lessor may incur by reason of such termination during the balance of the lease term; provided that, regardless of whether this lease shall have terminated, Lessor shall attempt to mitigate such loss by re-letting the premises, and such re-letting may be either in the name of Lessee or Lessor and may be for a period less than or more than the remainder of the term and at such rental and on such terms as Lessor is able to obtain.

19. **Lessee's Right of Cancellation.** In addition to any other remedies available to the Lessee, this lease shall be subject to cancellation by the Lessee should any one or more of the following occur:

- (a) Abandonment of Airport. The permanent abandonment of the airport as an operating airport by act or decision of the Lessor;
- (b) Supervening Event. The occurrence of any supervening event or act of God which precludes the Lessee, and any assigns of the Lessee, from the use of the property for the purposes stated herein or from the use of airport facilities. Neither Lessee nor Lessor shall have any liability under this paragraph for any supervening event or act of God under any theory on which recovery may be sought;
- (c) Lessor Breach of Lease. The breach by the Lessor of any of the covenants, terms or conditions of this lease and the failure to remedy such breach within a period of thirty (30) days after written notice from the Lessee of the occurrence of the breach;
- (d) Federal Government or Other Governmental Agency Control. The assumption by the federal government, or any other governmental agency, of the control of the airport or any portion thereof which would preclude the Lessee from operating under the terms of this lease for a period exceeding 10 days. Neither Lessor nor Lessee shall have any liability for loss of use occasioned by act of the federal government or any other government agency.
- (e) Lessee, its agents, principals, officers, and employees agree not to discriminate against any person or class of persons by reason of race, color, creed, or national origin in providing any services or in the use of any of its facilities provided for the public, in any manner prohibited by Part 15 of the Federal Air Regulations. Lessee further covenants that the Lessee shall not discriminate against any person on the grounds of race, color, creed, national origin, sex, age, religion, marital status, or disability and shall comply with the standard federal equal opportunity construction contract specifications in the Federal Executive Order 11246.
- (f) The Lessee, for itself, its representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:
  - (i) No person on the grounds of race, color, creed, national origin, sex, age, religion, marital status or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
  - (ii) In the construction of any improvement on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, creed, national origin, age, sex, religion, marital status or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;
  - (iii) The Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal

Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- (g) That in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this lease and to reenter and repossess the premises as if this lease had never been made or issued.

20. **Notice.** All notices and consents hereunder shall be given in writing, delivered in person or mailed by certified mail, postage paid, to the receiving party at its address below, or to such other address as the receiving party may notify the sender in writing.

Lessor: City of McMinnville  
230 NE Second Street  
McMinnville, OR 97128

Lessee: Cirrus Aviation  
4000 Cirrus Ave  
McMinnville, OR 97128

Notices and consents shall be deemed given upon personal delivery or, if mailed, upon deposit in the US Mail.

21. **Default.** A default shall occur if:

- (a) Lessee fails to make any payment of rent within ten days of the date due, or
- (b) Either party fails to perform any other obligation imposed by this contract and does not correct or commence correction of such failure within thirty days after receipt of written notice from the other party specifying the manner in which default has occurred, or
- (c) Lessee becomes insolvent, a receiver is appointed to take possession, Lessee makes an assignment for the benefit of creditors, or files a voluntary bankruptcy or is the subject of an involuntary petition in bankruptcy which is not dismissed within ninety days.

22. **Notices/Remedies.** In the event of any breach of this lease by Lessee, and in the further event Lessee shall fail to remedy any default by Lessee in this lease (other than for nonpayment of rent) within thirty (30) days of Lessor's written notice to Lessee of such default, and pursuant to section 18 of this lease, then Lessor, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee. Should

Lessor elect to re-enter, as herein provided, or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may either terminate this lease, relet the premises or any part thereof for such terms (which may be for a term less than or extending beyond the term of this lease) and at such rental or rentals and upon such other terms and conditions as Lessor, in the exercise of Lessor's sole discretion, may deem advisable with the right to make alterations and repairs to the premises. Upon each reletting (a) Lessee shall be immediately liable to pay to Lessor, in addition to any indebtedness other than rent due hereunder, the cost and expense of such reletting and of such alterations and repairs incurred by Lessor, and the amount, if any, by which the rent reserved in this lease for the period of such reletting (up to but not beyond the term of this lease) exceeds the amount agreed to be paid as rent for the premises for such period of relettings; or, (b) at the option of the Lessor, rents received by such Lessor from such reletting shall be applied: first, to the payment of any indebtedness, other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting and of such alterations and repairs; third, to the payment of rent due and payable hereunder; and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If Lessee has been credited with any rent to be received by such reletting under option (a), and such rent shall not be promptly paid to Lessor by the new tenant, or if such rentals received from such reletting under option (b) during any month are less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor.

Entered into this 19 day of June, 2006.

IN WITNESS WHEREOF, the City Council of the City of McMinnville has caused these presents to be signed by the Mayor, and the Lessee has affixed his hand and seal thereto, all as of the day and year first above written.

THE CITY OF McMINNVILLE, LESSOR

By Edward J. Hornley Mayor

Approved as to Form:

By [Signature] City Attorney

Cirrus Aviation LLC, LESSEE

By Chris (Robbie) Stearn President

By \_\_\_\_\_ Secretary



**City Council- Regular**

**Meeting Date:** 01/12/2016

**Subject:**

**From:** Rose Lorenzen, Administrative  
Assistant / HR Analyst

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**AGENDA ITEM:**

City of McMinnville Building Division Report for the Period Ending November 30, 2015

**BACKGROUND:**

Please see attached Building Division Report for the Period Ending November 30, 2015

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**Attachments**

November Building Division Report

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# City of McMinnville

## C404 - Privately Owned

Between 11/01/2014 and 11/30/2014

Class Code	Permits	Bldgs	Houses	Valuation
	57	26	26	\$429,540
<b>Sub-Totals:</b>	<b>57</b>	<b>26</b>	<b>26</b>	<b>\$429,540</b>
<b><u>Section I - Residential HouseKeeping Buildings</u></b>				
One-Family Houses Detached	101	4	4	\$827,884
<b>Sub-Totals:</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>\$827,884</b>
<b><u>Section IV - Additions &amp; Alterations</u></b>				
Add or Alter All Other Buildings and Structures	437	4	0	\$2,094,000
<b>Sub-Totals:</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>\$2,094,000</b>
<b><u>Section V - Demolitions</u></b>				
Demolish One-Family Buildings	645	1	1	\$1,000
<b>Sub-Totals:</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>\$1,000</b>
<b>Grand-Totals:</b>	<b>66</b>	<b>31</b>	<b>31</b>	<b>\$3,352,424</b>

# Activity Summary Totals Report

Category: BLDG

Issued: 11/01/2014 - 11/30/2014

Type	# of Permits	Total Fees	Total Valuation
<b>BLDCOMBO</b>			
ACOM	3	\$13,831.44	\$1,158,000.00
NSFR	4	\$34,481.71	\$827,883.99
<b>BLDMAJOR</b>			
ACOM	1	\$7,957.83	\$936,000.00
<b>BLDMINOR</b>			
OTHR	2	\$58.59	\$7,373.00
PUB	1	\$0.00	\$0.00
ROOF	2	\$1,452.21	\$244,023.00
<b>DEMO</b>			
RES	1	\$28.20	\$1,000.00
<b>FLS</b>			
SPRK	10	\$2,672.16	\$176,644.00
<b>MECH</b>			
COM	1	\$94.98	\$0.00
RES	20	\$813.31	\$0.00
<b>MISC</b>			
	11	\$1,235.00	\$0.00
<b>PLUM</b>			
RES	9	\$409.92	\$0.00
<b>SIGN</b>			
POLE	1	\$62.09	\$1,500.00
<b>Total:</b>	<b>66</b>	<b>\$63,097.44</b>	<b>\$3,352,423.99</b>

# Activity Summary Totals Report

Category: BLDG

Issued: 07/01/2014 - 11/30/2014

Type	# of Permits	Total Fees	Total Valuation
<b>BLDCOMBO</b>			
ACOM	6	\$25,101.56	\$1,586,585.00
ASFR	5	\$5,983.03	\$451,867.41
IND	2	\$21,922.95	\$2,236,479.00
NAPT	7	\$505,306.39	\$6,256,434.24
NCOM	3	\$175,507.71	\$8,064,092.80
NIND	1	\$13,747.22	\$507,333.60
NPUB	1	\$1,120.31	\$89,000.00
NSFA	2	\$16,888.49	\$347,045.68
NSFR	41	\$348,324.88	\$8,296,229.82
<b>BLDMAJOR</b>			
ACOM	4	\$11,911.86	\$1,328,400.00
AGAR	1	\$369.54	\$20,000.00
AIND	3	\$1,770.66	\$87,500.00
ASFA	1	\$289.00	\$15,000.00
NOTH	1	\$160.15	\$6,823.12
OTHR	1	\$321.22	\$16,284.00
WALL	1	\$305.12	\$15,500.00
<b>BLDMINOR</b>			
FOUN	1	\$127.93	\$5,000.00
OTHR	17	\$3,122.72	\$103,491.00
PATI	3	\$416.01	\$15,728.96
PUB	1	\$0.00	\$0.00
ROOF	11	\$7,100.60	\$1,200,241.00
<b>DEMO</b>			
COM	1	\$1,514.11	\$70,000.00
RES	3	\$2,322.61	\$23,500.00
<b>FLS</b>			
ALRM	4	\$1,138.47	\$84,561.00
SPRK	19	\$4,209.69	\$262,806.00
SUPP	1	\$96.03	\$4,000.00
<b>MECH</b>			
COM	10	\$1,631.17	\$0.00
IND	2	\$193.54	\$0.00
INS	1	\$0.00	\$0.00
RES	103	\$4,385.12	\$0.00
<b>MH</b>			

Type	# of Permits	Total Fees	Total Valuation
RES	11	\$4,988.60	\$106,784.72
<b>MISC</b>			
	72	\$51,183.00	\$0.00
<b>PLUM</b>			
COM	6	\$918.25	\$162,000.00
PUB	4	\$44.80	\$0.00
RES	64	\$3,010.92	\$0.00
<b>SIGN</b>			
MONU	1	\$144.05	\$5,500.00
POLE	2	\$270.56	\$11,000.00
<b>Total:</b>	417	\$1,215,848.27	\$31,379,187.35

# City of McMinnville - Account Summary Report

For Post Dates 11/01/2014 - 11/30/2014

For Category: BLDG

Fee Items: 1000,1010,1020,1100,1200,1210,1220,1230,1300,1310,

Posted Amount

Account Code: **ESCROW ACCT**	1500 STATE SURCHG-GENERAL	\$2,013.88
		<hr/>
		\$2,013.88
Account Code: 70-4400-05	1000 PERMIT FEES-BUILDING	\$13,870.93
Account Code: 70-4400-05	1300 PLAN REVIEW-BUILDING	\$6,791.43
Account Code: 70-4400-05	1400 PLAN REV-FIRE LIFE SAFTY	\$1,754.98
		<hr/>
		\$22,417.34
Account Code: 70-4400-10	1100 PERMIT FEES-MECHANICAL	\$1,720.05
Account Code: 70-4400-10	1310 PLAN REVIEW-MECHANICAL	\$131.00
		<hr/>
		\$1,851.05
Account Code: 70-4400-15	1200 PERMIT FEES-PLUMBING	\$2,206.00
Account Code: 70-4400-15	1320 PLAN REVIEW-PLUMBING	\$495.00
		<hr/>
		\$2,701.00

Total Posted Amount: \$28,983.27

# City of McMinnville - Account Summary Report

For Post Dates 07/01/2014 - 11/30/2014

For Category: BLDG

Fee Items: 1000,1010,1020,1100,1200,1210,1220,1230,1300,1310,

		Posted Amount
Account Code: **ESCROW ACCT**	1500 STATE SURCHG-GENERAL	\$21,065.67
		<hr/>
		\$21,065.67
Account Code: 70-4400-05	1000 PERMIT FEES-BUILDING	\$127,601.88
Account Code: 70-4400-05	1300 PLAN REVIEW-BUILDING	\$74,245.75
Account Code: 70-4400-05	1400 PLAN REV-FIRE LIFE SAFTY	\$26,770.08
		<hr/>
		\$228,617.71
Account Code: 70-4400-10	1100 PERMIT FEES-MECHANICAL	\$18,592.06
Account Code: 70-4400-10	1310 PLAN REVIEW-MECHANICAL	\$2,247.00
		<hr/>
		\$20,839.06
Account Code: 70-4400-15	1200 PERMIT FEES-PLUMBING	\$28,217.00
Account Code: 70-4400-15	1320 PLAN REVIEW-PLUMBING	\$3,175.25
		<hr/>
		\$31,392.25
Account Code: 70-4400-20	1010 PERMIT FEES-MH SETUP	\$2,150.00
		<hr/>
		\$2,150.00

Total Posted Amount: \$304,064.69



**City Council- Regular**

**Meeting Date:** 01/12/2016

**Subject:**

**From:** Rose Lorenzen, Administrative  
Assistant / HR Analyst

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**AGENDA ITEM:**

City of McMinnville Building Division Reports for the Period Ending December 31, 2015

**BACKGROUND:**

Please see attached Building Division Report

---

**Attachments**

December Building Division Report

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# City of McMinnville

## C404 - Privately Owned

Between 12/01/2015 and 12/31/2015

Class Code	Permits	Bldgs	Houses	Valuation
	58	29	29	\$390,133
<b>Sub-Totals:</b>	<b>58</b>	<b>29</b>	<b>29</b>	<b>\$390,133</b>
<b><u>Section I - Residential HouseKeeping Buildings</u></b>				
One-Family Houses Detached	101	3	3	\$702,073
<b>Sub-Totals:</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>\$702,073</b>
<b><u>Section III - New Non-Residential Buildings</u></b>				
Other Nonresidential Building	328	1	1	\$11,788
<b>Sub-Totals:</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>\$11,788</b>
<b><u>Section IV - Additions &amp; Alterations</u></b>				
Add or Alter Dwellings	434	1	0	\$55,044
Add or Alter All Other Buildings and Structures	437	7	0	\$326,262
<b>Sub-Totals:</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>\$381,306</b>
<b>Grand-Totals:</b>	<b>70</b>	<b>33</b>	<b>32</b>	<b>\$1,485,300</b>

# Activity Summary Totals Report

Category: BLDG

Issued: 12/01/2015 - 12/31/2015

Type	# of Permits	Total Fees	Total Valuation
<b>BLDCOMBO</b>			
ACOM	3	\$3,756.78	\$195,000.00
AIND	1	\$3,735.47	\$36,261.68
ASFR	1	\$985.65	\$55,044.00
NOTH	1	\$271.75	\$11,788.48
NSFR	3	\$27,551.55	\$702,073.48
<b>BLDMAJOR</b>			
ACOM	3	\$1,431.75	\$95,000.00
<b>BLDMINOR</b>			
DECK	1	\$144.05	\$5,200.80
FOUN	1	\$305.12	\$16,000.00
OTHR	3	\$651.89	\$22,000.00
ROOF	6	\$2,299.90	\$306,832.00
<b>FLS</b>			
ALRM	3	\$315.77	\$14,000.00
SUPP	2	\$161.39	\$5,100.00
<b>MECH</b>			
COM	2	\$1,144.50	\$0.00
INS	2	\$1,604.96	\$0.00
RES	14	\$571.27	\$0.00
<b>MISC</b>			
	7	\$465.50	\$0.00
<b>PLUM</b>			
COM	1	\$81.76	\$0.00
PUB	2	\$0.00	\$0.00
RES	13	\$733.60	\$0.00
<b>SIGN</b>			
POLE	1	\$385.65	\$21,000.00
<b>Total:</b>	<b>70</b>	<b>\$46,598.31</b>	<b>\$1,485,300.44</b>

# Activity Summary Totals Report

Category: BLDG

Issued: 07/01/2015 - 12/31/2015

Type	# of Permits	Total Fees	Total Valuation
<b>BLDCOMBO</b>			
ACOM	12	\$77,635.12	\$2,323,046.00
AGAR	1	\$876.16	\$42,131.10
AIND	2	\$5,371.82	\$66,261.68
APUB	1	\$1,868.24	\$200,000.00
ASFA	1	\$1,173.10	\$83,000.00
ASFR	9	\$8,776.10	\$633,635.86
NAPT	2	\$3,021.44	\$640,267.32
NCOM	1	\$2,631.81	\$40,000.00
NGAR	4	\$1,798.07	\$99,702.33
NIND	1	\$7,028.18	\$232,345.68
NOTH	1	\$271.75	\$11,788.48
NSFA	6	\$49,583.92	\$954,271.80
NSFR	40	\$342,427.50	\$9,966,213.93
<b>BLDMAJOR</b>			
ACOM	3	\$1,431.75	\$95,000.00
AIND	1	\$369.54	\$20,000.00
ASFR	3	\$460.09	\$21,500.00
DECK	1	\$176.26	\$7,281.12
NGAR	1	\$931.49	\$52,689.28
NOTH	3	\$1,132.78	\$70,434.40
<b>BLDMINOR</b>			
DECK	5	\$691.24	\$32,086.51
FOUN	2	\$481.38	\$23,500.00
OTHR	11	\$1,416.17	\$47,880.00
PATI	4	\$785.58	\$34,715.34
PUB	2	\$0.00	\$0.00
ROOF	13	\$5,053.78	\$667,268.00
<b>DEMO</b>			
PUB	1	\$0.00	\$0.00
RES	3	\$1,344.78	\$24,400.00
<b>FLS</b>			
ALRM	7	\$877.29	\$42,456.00
SPRK	7	\$1,578.71	\$129,030.00
SUPP	3	\$199.66	\$6,100.00
<b>MECH</b>			
COM	10	\$3,714.80	\$0.00
IND	2	\$947.22	\$0.00

Type	# of Permits	Total Fees	Total Valuation
INS	2	\$1,604.96	\$0.00
PUB	4	\$660.80	\$0.00
RES	128	\$5,329.91	\$0.00
<b>MH</b>			
RES	6	\$3,278.30	\$82,172.64
<b>MISC</b>			
	69	\$36,327.65	\$0.00
<b>OCC</b>			
COM	1	\$28.00	\$1,000.00
<b>PLUM</b>			
COM	8	\$15,143.04	\$0.00
IND	10	\$448.00	\$0.00
PUB	3	\$0.00	\$0.00
RES	65	\$6,662.32	\$0.00
<b>SIGN</b>			
MONU	1	\$95.72	\$2,800.00
OTHR	1	\$79.62	\$2,000.00
POLE	2	\$529.70	\$26,250.00
<b>Total:</b>	463	\$594,243.75	\$16,681,227.47



# City of McMinnville - Account Summary Report

For Post Dates 07/01/2015 - 12/31/2015

For Category: BLDG

Fee Items: 1000,1010,1020,1100,1200,1210,1220,1230,1300,1310,

Posted Amount

Account Code: **ESCROW ACCT**	1500 STATE SURCHG-GENERAL	\$14,917.43
		<hr/>
		\$14,917.43
Account Code: 70-4400-05	1000 PERMIT FEES-BUILDING	\$81,594.91
Account Code: 70-4400-05	1300 PLAN REVIEW-BUILDING	\$46,539.74
Account Code: 70-4400-05	1400 PLAN REV-FIRE LIFE SAFTY	\$2,235.44
		<hr/>
		\$130,370.09
Account Code: 70-4400-10	1100 PERMIT FEES-MECHANICAL	\$18,110.71
Account Code: 70-4400-10	1310 PLAN REVIEW-MECHANICAL	\$1,275.70
		<hr/>
		\$19,386.41
Account Code: 70-4400-15	1200 PERMIT FEES-PLUMBING	\$23,497.40
Account Code: 70-4400-15	1320 PLAN REVIEW-PLUMBING	\$971.50
		<hr/>
		\$24,468.90
Account Code: 70-4400-20	1010 PERMIT FEES-MH SETUP	\$1,290.00
		<hr/>
		\$1,290.00
Account Code: 70-4400-25	1220 PERMIT FEES-REINSPECTION	\$235.00
		<hr/>
		\$235.00

Total Posted Amount: \$190,667.83



**City Council- Regular**

**Meeting Date:** 01/12/2016

**Subject:** Cash and Investment Report - November 2015

**Submitted For:** Marcia Baragary, Finance Director      **From:** Ronda Gretzon

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**AGENDA ITEM:**

Cash and Investment Report - November 2015

**BACKGROUND:**

Cash and Investment Report - November 2015

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**Attachments**

Cash and Investment Report - November 2015

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CITY OF MCMINNVILLE - CASH AND INVESTMENT BY FUND  
November 2015

FUND #	FUND NAME	GENERAL OPERATING		TOTAL
		CASH IN BANK	INVESTMENT	
01	General	\$461,666.85	\$11,810,702.21	\$12,272,369.06
05	Special Assessment	28.46	157,899.82	157,928.28
07	Transient Lodging Tax	860.41	43,000.00	43,860.41
10	Telecommunications	569.53	25,030.00	25,599.53
15	Emergency Communications	825.76	115,094.81	115,920.57
20	Street (State Tax)	880.34	1,756,540.87	1,757,421.21
25	Airport Maintenance	858.18	836,749.03	837,607.21
40	Public Safety Facility Construction	856.09	10,805.24	11,661.33
45	Transportation	855.63	18,850,199.19	18,851,054.82
50	Park Development	504.09	1,022,781.94	1,023,286.03
58	Urban Renewal	0.56	0.00	0.56
59	Urban Renewal Debt Service	584.26	158,770.31	159,354.57
60	Debt Service	251.63	2,373,151.50	2,373,403.13
70	Building	749.41	619,000.00	619,749.41
75	Sewer	667.96	1,622,932.72	1,623,600.68
77	Sewer Capital	773.15	14,455,103.65	14,455,876.80
79	Ambulance	220.80	331,835.28	332,056.08
80	Information Systems & Services	647.12	167,713.61	168,360.73
85	Insurance Reserve	152.73	1,138,290.54	1,138,443.27
CITY TOTALS		471,952.96	55,495,600.72	55,967,553.68

MATURITY	INSTITUTION	TYPE OF INVESTMENT	INTEREST	CASH VALUE
DATE			RATE	
N/A	Key Bank of Oregon	Checking & Repurchase Sweep Account	0.20%	\$ 471,952.96
N/A	Key Bank of Oregon	Money Market Savings Account	0.02%	\$ 10,001,357.88
N/A	State of Oregon	Local Government Investment Pool (LGIP)	0.54%	25,902,536.22
N/A	State of Oregon	Park Improvement Bonds (LGIP)	0.54%	863,362.87
N/A	State of Oregon	Transportation Bond (LGIP)	0.50%	18,154,839.16
N/A	MassMutual Financial Group	Group Annuity	3.00%	573,504.59
				<u>\$ 55,967,553.68</u>